Court File No. CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

Applicants/Moving Parties

APPLICANTS' MOTION RECORD

(Recognition and Implementation of Foreign Plan, returnable June 8, 2011)

Volume 1 of 2

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Applicants/Moving Parties

NOTICE OF MOTION

(Recognition and Implementation of Foreign Plan)

The Applicants, through their Foreign Representative, will make a motion to the Honourable Mr. Justice Colin L. Campbell on June 8, 2011, at 10:00 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto.

PROPOSED METHOD OF HEARING: The motion is to be heard:

- ☐ in writing under subrule 37.12.1(1) because it is on consent or unopposed or made without notice;
- ☐ in writing as an opposed motion under subrule 37.12.1(4);
- ☒ orally.

THE MOTION IS FOR the following relief, in the form of the draft order attached hereto as Schedule "A":

(a) an order, to the extent necessary, abridging the time for or dispensing with service of this Motion;

(b) an order recognizing, implementing and giving effect to the decision of the Tokyo district Court (the "**Japanese Court**") made November 30, 2010 (the **"Japan Confirmation Order"**) approving and confirming the Reorganization Plan submitted by the Applicants in the restructuring proceedings commenced by them in Japan (the "**Japan Proceeding**") under the Corporation Reorganization Act of Japan (*Kaisha Kosel Ho*) (the "**JRA**");

(c) an order recognizing, implementing and giving effect to the Reorganization Plan in Canada;

(d) an order terminating the stay of proceedings granted by this Court on April 30, 2010;

(e) an order approving the activities and fees of Deloitte and Touche Inc. ("**Deloitte**") as Information Officer, including its first report dated July 30, 2010 (the "**First Report**"), its second report dated September 24, 2010 (the "**Second Report**") and its third report dated April 30, 2011 (the "**Third Report**");

(f) an order discharging and releasing Deloitte from its duty as Information Officer;

(g) an order appointing PricewaterhouseCoopers Inc. ("**PWC**") as the replacement Information Officer and approving its first report (the "**PWC Report**"); and

(h) such further and other relief as the Applicants may request and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

(a) On January 19, 2010, the Applicants obtained an order (the "**Initial Order**") from the Japanese Court commencing the Japan Proceeding under the JRA.

(b) Prior to obtaining the Initial Order, the Applicants attempted a number of restructuring initiatives but were unable to generate sufficient liquidity through these measures. As a result, the Applicants voluntarily filed the Japan Proceeding to obtain the protection necessary to allow them to restructure their balance sheet and operations.

(c) Pursuant to the Initial Order, the Japanese Court appointed Eiji Katayama and the Enterprise Turnaround Initiative Corporation of Japan ("**ETIC**"), a fund established by the Japanese government to support the turnaround of entities experiencing financial difficulties, as trustees (collectively, the "**Trustees**") in the Japan Proceeding with the authority to manage the Applicants' business and formulate a restructuring plan.

(d) On April 30, 2010, with the approval of the Japanese Court, the Trustees brought an application before this Court under the CCAA for an order,

among other things, recognizing the Japan Proceeding as the Foreign Main Proceeding, confirming Eiji Katayama as the Foreign Representative and appointing Deloitte as the Information Officer, which application was granted.

The Applicants' Business

(e) The Applicants and their affiliates comprise one of the world's largest air carriers, providing air transportation, cargo and other transportation related services to millions of customers around the world. Until February 20, 2010, Japan Airlines Corporation ("**JAC**") was publicly traded on the Tokyo Stock Exchange.

(f) Each of the Applicants is a Japanese corporation and the majority of their employees, assets and creditors are located in Japan. The Applicants do not have any stand alone Canadian operations.

(g) Japan Airlines International Co., Ltd. ("**JALI**") conducts the Applicants' Canadian business from Vancouver, Toronto and Montreal. JALI transports air freight between airports in Vancouver, Toronto and Montreal and Tokyo's Narita Airport, as well as air passenger services between Vancouver and Narita. JALI has 37 employees in Canada, none of whom are unionized.

(h) To facilitate its Canadian business, JALI leases assets in Canada including aircraft, parts, equipment and real estate. JALI also engages many third-party service providers.

The Claims Process

(i) A claims process was established in the Japan Proceeding pursuant to the Initial Order. A separate claims process was not instituted in Canada (nor in any other jurisdiction where the Japan Proceeding was recognized as a foreign main proceeding).

(j) Notice of the claims process and the claims notices were provided to both known and potential creditors, including through publication on the Applicants' website in Japanese and English and in Japan's Official Gazette.

(k) The claims process in the Japan Proceeding is now complete and the Applicants have admitted claims in the following amounts: (a) ¥295,985,304,221 in secured reorganization claims, (b) ¥3,362,174,540 in tax claims, (c) ¥1,356,060,792,878, US$811,831,558.38 and KRW1,7896,949 in unsecured reorganization claims and (d) ¥3,928,599,864 in labour claims.

Claims of Canadian Creditors

(l) The Applicants do not have any secured or preferred creditors in Canada.

(m) Since the commencement of the Japan Proceeding, the Applicants have continued to pay their Canadian unsecured trade creditors and employees in the ordinary course.

(n) JALI was named as a defendant in three proposed class action proceedings in British Columbia, Ontario and Quebec in connection with an alleged conspiracy to fix the price of international air freight shipping

services (the **"Cargo Proceedings"**), and in an Ontario class action proceeding in connection with an alleged conspiracy to fix the price of transpacific international long-haul passenger services in Ontario (the **"Passenger Proceeding"**).

(o) Claims notices were sent directly to all known Canadian creditors, including the plaintiffs and defendants in the Cargo Proceedings and Passenger Proceeding.

(p) The plaintiffs in the Cargo Proceedings and the Passenger Proceeding filed claims in the Japan Proceeding against JALI. These were the only claims filed by Canadian creditors in the Japan Proceeding, and they were denied by the Trustees.

(q) Subsequently, the Applicants settled both the Cargo Proceedings and the Passenger Proceeding. The Reorganization Plan does not include any claims relating to these Proceedings.

The Reorganization Plan

(r) On August 31, 2010, the Applicants filed the Reorganization Plan with the Japanese Court.

(s) Voting was conducted by written ballot between September 10, 2010 and November 19, 2010 and the Reorganization Plan received the requisite approvals from the Applicants' secured and unsecured creditors, satisfying the requirements of the JRA.

(t) On November 30, 2010, the Japanese Court issued the Japan Confirmation Order, approving and confirming the Reorganization Plan.

(u) On December 1, 2010, the Reorganization Plan was implemented in Japan.

(v) The effect of the Japan Confirmation Order under Japanese law is that the Applicants are fully and finally released from all claims, including unknown and contingent claims, except for those claims specifically addressed in the Reorganization Plan.

(w) Under the Reorganization Plan, the corporate structure of the Applicants and certain of their subsidiaries was reorganized (in conjunction with a significant equity investment by ETIC), distributions were made in respect of secured reorganization claims, unsecured reorganization claims and preferred claims (all, ahead of schedule), and the business operations of the Applicants were restructured to reduce costs and improve profitability. Effective April 1, 2011, the Applicants operate under the name, Japan Airlines Co., Ltd.

(x) The only claims which have not been paid are claims that are in dispute and liabilities which were guaranteed by JALI but have not become due because the principal debtors have continued to pay their debts in the ordinary course. The total amount of unpaid claims is approximately ¥19 billion.

(y) On March 28, 2011, the Japanese Court, on motion by the Trustees, found that the Applicants had repaid more than two thirds of the monetary claims provided in the Reorganization Plan, were not in default of the Reorganization Plan, and that the Japan Proceeding was complete.

(z) The Reorganization Plan does not have an adverse impact on the Canadian operations of the Applicants or on Canadian creditors. As described above, the only Canadian claims filed in the Japan Proceeding (by the plaintiffs in the Cargo Proceedings and the Passenger Proceeding) were resolved outside of the Reorganization Plan. Further, none of the assets sold as part of the restructuring were located in Canada and no Canadian employees were adversely impacted by the Reorganization Plan.

(aa) The Reorganization Plan is the product of a largely consensual restructuring of the Applicants' debt structure and international airline business, culminating in significant improvement of liquidity and enterprise value.

(bb) The Reorganization Plan includes a global settlement of all claims, made in good faith and in the interests of all stakeholders, and is critical to the Applicants' restructuring as a global corporate business.

(cc) Recognition and implementation of the Reorganization Plan and Japan Confirmation Order is consistent with the principles of comity and cooperation in international insolvencies as contemplated by Part IV of the CCAA.

(dd) Recognition and implementation of the Reorganization Plan and Japan Confirmation Order is necessary for ensuring the fair and efficient administration of the Applicants' international restructuring, whereby all interested stakeholders are treated fairly and equitably.

(ee) Recognition and implementation of the Reorganization Plan and Japan Confirmation Order will provide notice and certainty to all interested parties that the Reorganization Plan will be enforced in Canada.

Discharge and Substitution of the Information Officer

(ff) Deloitte has fully performed its duties as the Information Officer, including by filing the First Report, the Second Report and the Third Report.

(gg) Since the date of the Initial Order, the Applicants' primary contact and the person with the most knowledge at the Information Officer's office has been Paul van Eyk.

(hh) Mr. van Eyk is no longer employed by Deloitte and has commenced employment with PWC.

(ii) In order to contain costs and maintain efficiency, it is in the best interests of the Applicants for PWC to replace Deloitte as Information Officer (with Mr. van Eyk remaining as the key contact).

General

(jj) Rules 3.02 and 37 of the *Rules of Civil Procedure*.

(kk) Section 9(1), 17 and Part IV of the CCAA; and

(ll) Such other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Motion:

(a) the Affidavit of Eiji Katayama sworn May 10, 2011;

(b) the First, Second and Third Reports of Deloitte;

(c) the Affidavit of Stuart Brotman sworn May 31, 2011;

(d) the Affidavit of Paul Casey sworn June 1, 2011;

(e) the PWC Report dated June, 2011; and

(f) such further and other material as counsel may advise and this Court may permit.

Date: June 1, 2011

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AND TO: **COUNSEL ON THE SERVICE LIST, ATTACHED AS SCHEDULE "B"**

SCHEDULE "A"

Court File No. CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(Commercial List)

THE HONOURABLE MR.	)	WEDNESDAY, THE 8TH DAY
	)	
JUSTICE C. CAMPBELL	)	OF JUNE, 2011

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

Applicants

FOREIGN PLAN RECOGNITION ORDER

THIS MOTION made by the Applicants for the relief set out in the Notice of Motion dated June 1, 2011, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the affidavit of Eiji Katayama sworn May 10, 2011, the affidavits filed by and on behalf of the Information Officer, Deloitte and Touche Inc. ("**Deloitte**") regarding its fees and the fees of its counsel, Deloitte's reports to this Court dated July 30, 2010, September 24, 2010 and April 29, 2011, the report of the proposed substituted Information Officer, PricewaterhouseCoopers Inc. ("**PWC**"), and upon hearing submissions of counsel to the Applicants, Deloitte and PWC;

SERVICE

1. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient service of this Motion, and of the date and time of the hearing held by this Court to consider this Motion, such that the Motion is properly returnable today and further service thereof is dispensed with.

REORGANIZATION PLAN

2. **THIS COURT ORDERS** that the decision of the Tokyo District Court, Civil Department No. 8 made November 30, 2010 (the "**Japan Confirmation Order**"), which provides for, *inter alia,* confirmation of the reorganization plan submitted by the Applicants (the "**Reorganization Plan**"), an English translation of the relevant portions of which is attached hereto as Schedule "A", be and is hereby recognized and approved and the Japan Confirmation Order and the Reorganization Plan shall be implemented and effective in Canada in accordance with their terms.

3. **THIS COURT ORDERS** that the Applicants are authorized and directed to take all steps and actions, and to do all things, necessary or appropriate to enter into or implement the Reorganization Plan in accordance with its terms, and enter into, implement and consummate all of the steps, transactions and agreements contemplated pursuant to the Reorganization Plan.

4. **THIS COURT ORDERS AND DECLARES** that as of November 30, 2010 (the "**Confirmation Date**"), the Reorganization Plan, including all compromises, arrangements, transactions, releases and discharges provided for therein and under the Corporation Reorganization Act of Japan (*Kaisha Kosei Ho*) (the "**JRA**"), shall inure to the benefit of and be binding and effective upon the Applicants' Canadian creditors (each a "**Canadian Creditor**"),

and all other persons affected thereby, and on their respective heirs, administrators, executors, legal personal representatives, successors and assigns.

5. **THIS COURT ORDERS** that, subject to the performance by the Applicants of their respective obligations under the Reorganization Plan, and effective on the Confirmation Date, all agreements to which the Applicants are a party shall be and remain in full force and effect, unamended, as at the Confirmation Date, and no person shall, following the Confirmation Date, accelerate, terminate, rescind, refuse to perform or otherwise repudiate its obligations under, or enforce or exercise any right (including any right of set-off, dilution or other remedy) or make any demand under or in respect of any such agreement, by reason of:

(a) any event that occurred on or prior to the Confirmation Date that would have entitled any person thereto to enforce those rights or remedies (including defaults or events of default arising as a result of the insolvency of the Applicants);

(b) the fact that the Applicants have: (i) sought or obtained relief under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.-36 (the "**CCAA**"), the JRA or relief under similar legislation in the United States of America, the United Kingdom or Australia, or (ii) commenced or completed this proceeding, the proceeding commenced by the Applicants in Japan under the JRA before the Tokyo District Court, Civil Department No. 8 (the "**Japan Proceeding**") or any foreign proceedings in respect of the Applicants commenced in the United States, United Kingdom or Australia (each, an "**Other Foreign Proceeding**");

(c) the implementation of the Reorganization Plan, or the completion of any of the steps, transactions or things contemplated by the Reorganization Plan; or

(d) any compromises, arrangements, transactions, releases or discharges effected pursuant to the Reorganization Plan.

6. **THIS COURT ORDERS** that, from and after the Confirmation Date, all persons shall be deemed to have waived any and all defaults then existing or previously committed by the Applicants, or caused by the Applicants, or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in any contract, instrument, credit document, guarantee, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto (each, an "**Agreement**"), existing between such person and the Applicants or any other person and any and all notices of default and demands for payment under any Agreement shall be deemed to be of no further force or effect; provided that nothing in this paragraph shall excuse or be deemed to excuse the Applicants from performing any of their obligations subsequent to the date of this proceeding, including, without limitation, obligations under the Reorganization Plan.

7. **THIS COURT ORDERS** that, as of the Confirmation Date, each Canadian Creditor shall be deemed to have consented and agreed to all of the provisions of the Reorganization Plan in their entirety and, in particular, each Canadian Creditor shall be deemed:

(a) to have executed and delivered to the Applicants all consents, releases or agreements required to implement and carry out the Reorganization Plan in its entirety; and

(b) to have agreed that if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Canadian Creditor and the Applicants as of the Confirmation Date (other

than those entered into by the Applicants on or after April 30, 2010) and the provisions of the Reorganization Plan, the provisions of the Reorganization Plan take precedence and priority and the provisions of such agreement or other arrangement shall be deemed to be amended accordingly.

RELEASES AND DISCHARGES

8. **THIS COURT ORDERS** that, without limiting anything in this Order, including without limitation, paragraph 13 hereof, anything in the Reorganization Plan or under the JRA, all persons, on their own behalf and on behalf of their respective present or former employees, agents, officers, directors, principals, spouses, dependents, heirs, attorneys, successors, assigns and legal representatives, are permanently and forever barred, estopped, stayed and enjoined, on and after the Confirmation Date, with respect to all claims otherwise released pursuant to the Reorganization Plan and under the JRA, from:

(a) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands, including without limitation, by way of contribution or indemnity or other relief, in common law, or in equity, or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against the Applicants or any of them or against any person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against the Applicants or any of them;

(b) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Applicants or any of them or the property of any of the Applicants;

(c) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind; and

(d) taking any actions to interfere with the implementation or consummation of the Reorganization Plan.

APPROVAL OF THE FIRST REPORT AND SECOND REPORT

9. **THIS COURT ORDERS** that the reports of Deloitte, dated July 30, 2010, September 24, 2010 and April 29, 2011 are hereby approved.

DISCHARGE OF INFORMATION OFFICER

10. **THIS COURT ORDERS** that Deloitte shall be discharged from its duties as the Information Officer effective as of the date of this Order.

11. **THIS COURT ORDERS AND DECLARES** that the actions and conduct of Deloitte as Information Officer, as disclosed in its reports to the Court from time to time, including, without limitation, the reports referred to in paragraph 9 above, are hereby approved and that Deloitte has satisfied all of its obligations up to and including the date of this Order, and that in addition to the protections in favour of the Information Officer as set out in the Order of this Court made on April 30, 2010 (the "**Recognition Order**"), Deloitte shall not be liable for any act or omission on the part of the Information Officer, including with respect to any reliance thereof, including without limitation, with respect to any information disclosed, any act or omission pertaining to the discharge of duties under the Reorganization Plan or as requested by the Applicants or with respect to any other duties or obligations in respect of the implementation of the Reorganization

Plan, save and except for any claim or liability arising out of any gross negligence or wilful misconduct on the part of Deloitte as Information Officer.

12. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against Deloitte in any way arising from or related to its capacity or conduct as Information Officer except with prior leave of this Court and on prior written notice to Deloitte and upon further Order securing, as security for costs, the solicitor and his own client costs of Deloitte in connection with any proposed action or proceeding.

13. **THIS COURT ORDERS** that Deloitte, its affiliates, and their respective officers, directors, employees and agents, and counsel for Deloitte, are hereby released and discharged from any and all claims that any person or their respective officers, directors, employees and agents or any other persons may have or be entitled to assert against Deloitte as the Information Officer, Deloitte's affiliates, and their respective officers, directors, employees and agents, and counsel for Deloitte, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction, dealing or other occurrence existing or taking place on or prior to the date of issue of this Order in any way relating to, arising out of or in respect of this proceeding save and except for any claim or liability arising out of any gross negligence or wilful misconduct on the part of Deloitte as the Information Officer.

FEES

14. **THIS COURT ORDERS** that the fees, disbursements and expenses of Deloitte from April 5, 2010 to June 8, 2011, in the amount of $168,219.44 be and are hereby approved and fixed.

15. **THIS COURT ORDERS** that the fees, disbursements and expenses of Deloitte's counsel, Fasken Martineau DuMoulin LLP from April 5, 2010 to June 8, 2011, in the amount of $■ be and are hereby approved and fixed.

APPOINTMENT OF SUBSTITUTED INFORMATION OFFICER

16. **THIS COURT ORDERS** that PWC is hereby appointed as the Information Officer in respect of the Applicants as an officer of this Court to monitor the assets, businesses and affairs of the Applicants in Canada and the Japan Proceeding and the Other Foreign Proceedings and report thereon to this Court from time to time as it deems appropriate.

17. **THIS COURT ORDERS** that PWC (and its legal counsel, as applicable) shall have all rights, benefits and obligations granted to the Information Officer (and its legal counsel, as applicable) under the Recognition Order.

18. **THIS COURT ORDERS** that the first report of PWC dated June, 2011, and its activities described therein, are hereby approved.

TERMINATION OF THE STAY OF PROCEEDINGS

19. **THIS COURT ORDERS** that the stay of proceedings granted by this Court pursuant to the Recognition Order be terminated as of the Confirmation Date, subject to further Order of this Court.

RECOGNITION AND ASSISTANCE

20. **THIS COURT ORDERS** and requests the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any Court in Canada pursuant to Section 17 of the CCAA) and the Federal Court of

Canada and any judicial, regulatory or administrative body or other court constituted pursuant to the Parliament of Canada or the legislature of any province in carrying out the terms of this Order.

SCHEDULE "A"

ENGLISH TRANSLATION OF RELEVANT PORTIONS OF THE REORGANIZATION PLAN

21

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

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ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

FOREIGN PLAN RECOGNITION ORDER

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Proposed substituted information officer

Court File No. CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

Applicants

AFFIDAVIT OF EIJI KATAYAMA
(SWORN MAY 10 2011)

I, Eiji Katayama, of the City of Tokyo, Japan, MAKE OATH AND SAY:

1. I am a partner at the law firm of Abe, Ikubo & Katayama and the foreign representative in respect of Japan Airlines Corporation ("**JAC**"), Japan Airlines International Co., Ltd. ("**JALI**") and JAL Capital Co., Ltd. ("**JCC**" and together with JAC and JALI, the "**Applicants**") for the purposes of the *Companies' Creditors Arrangement Act* ("**CCAA**").

2. This affidavit is sworn in support of a motion by the Applicants for an order, among other things, (a) recognizing and implementing the decision of the Tokyo District Court, Civil Department No. 8 made November 30, 2010, which provides for confirmation of the reorganization plan (the "**Reorganization Plan**") submitted by the Applicants in the Japan Proceeding (as defined below), (b) recognizing and implementing the Reorganization Plan in Canada, (c) approving the activities of Deloitte and Touche Inc. (the "**Information Officer**") and their first report dated July 30, 2010 (the "**First Report**"), their second report dated September 24, 2010 (the "**Second**

Report") and their third report filed in connection with this motion, (d) discharging and releasing Deloitte and Touche Inc. from their duties as the Information Officer, and (e) appointing PricewaterhouseCoopers Inc. as the substituted information officer in respect of the Applicants and approving their first report to the Court.

BACKGROUND

3. On January 19, 2010, the Applicants obtained an order (the "**Initial Order**") from the Tokyo District Court, Civil Department No. 8 (the "**Japanese Court**") commencing restructuring proceedings (the "**Japan Proceeding**") under the Corporation Reorganization Act of Japan (*Kaisha Kosei Ho*) (the "**JRA**"). A certified copy of the Initial Order and an English translation of the Initial Order are attached as **Exhibits "A"** and **"B"**, respectively.

4. Pursuant to the Initial Order, the Japanese Court appointed me and the Enterprise Turnaround Initiative Corporation of Japan ("**ETIC**"), a fund established by the Japanese government to support the turnaround of entities experiencing financial difficulties, as trustees (collectively, the "**Trustees**") in the Japan Proceeding with the authority to manage the Applicants' business and formulate a restructuring plan.

5. On April 30, 2010, with the approval of the Japanese Court, the Trustees brought an application before this Court under the CCAA for an order, among other things, recognizing the Japan Proceeding as a "foreign main proceeding", recognizing me as the foreign representative and appointing the Information Officer. The order of this Court granting this application is attached hereto as **Exhibit "C"** and the affidavit I

swore in support of this motion (the "**Initial Affidavit**") without the exhibits referred to therein is attached as **Exhibit "D"**.

6. The Japan Proceeding has also been recognized as a "foreign main proceeding" in the United States by the United States Bankruptcy Court, Southern District of New York (the "**U.S. Proceeding**"), in the United Kingdom by the High Court of Justice, Chancery Division Companies' Court and in Australia by the Federal Court of Australia, New South Wales District Registry, General Division.

The Applicants' Business

7. I provided a detailed account of the Applicants' business in the Initial Affidavit. In summary, the Applicants and their affiliates are one of the world's largest air carriers, providing air transportation, cargo and other transportation related services to millions of customers around the world. Until February 20, 2010, JAC was publicly traded on the Tokyo Stock Exchange.

8. Each of the Applicants is a Japanese corporation and the majority of their employees, assets and creditors are located in Japan. The Applicants' operations are primarily controlled from their principal place of business in Japan. The Applicants do not have any stand alone Canadian operations.

9. JALI conducts the Applicants' Canadian business from Vancouver, Toronto and Montreal. JALI transports air freight between airports in Vancouver, Toronto and Montreal and Tokyo's Narita Airport, as well as air passenger services between Vancouver and Narita. JALI has 37 employees in Canada. None of JALI's employees are unionized.

10. To facilitate its Canadian operations, JALI leases assets in Canada including aircraft, parts, equipment and real estate. JALI also engages many third-party service providers including (a) contractors to perform construction, repairs and maintenance at its hangar and terminal gates and on its aircraft and equipment, (b) jet fuel suppliers, (c) vendors of in-flight customer amenities and (d) vendors to provide cabin cleaning services and safety and security products.

11. The Initial Affidavit describes the value of the Applicants' Canadian assets as approximately ¥50 million. Article 83 of the JRA requires a trustee to evaluate the real market value of the assets of a debtor after it commences reorganization proceedings. Accordingly, the Applicants' assets were revalued as at January 19, 2010 and determined to have a real market value of approximately ¥166,183. Attached as **Exhibit "E"** is an English translation of Article 83 of the JRA.

Causes of the Applicants' Insolvency

12. The financial situation of the Applicants prior to filing for creditor protection is described in detail in the Initial Affidavit. Generally, the Applicants' insolvency is attributed to declining revenue due to reduced demand for air travel and high structural and operating costs. Prior to obtaining the Initial Order, the Applicants implemented a number of restructuring initiatives aimed at decreasing costs and increasing revenue. Unfortunately, the Applicants were unable to generate sufficient liquidity through these measures and ultimately sought protection in the Japan Proceeding to restructure their balance sheet and operations.

13. As described in the Second Report, the Trustees established the Compliance Investigation Committee (the "**Committee**") to, among other things, investigate the reasons for the Applicants' insolvency and determine whether management was at fault for the insolvency. The Committee issued a report of their findings on August 26, 2010, an English translation of which is appended as Exhibit "E" to the Second Report. The Committee ultimately concluded that it would be difficult to find the Applicants' former managers or executives legally liable for the financial situation of the Applicants. The Second Report without the appendices referred to therein is attached hereto as **Exhibit "F"**.

The Applicants' Debt Obligations

14. As described in my Initial Affidavit, as of March 31, 2009, the Applicants had approximately ¥696.39 billion of secured debt (the "**Secured Debt**") outstanding, with varying maturity dates between 2010 to 2023. This debt represents, among other things, the Applicants' obligations under their principal secured credit facilities with Mitsubishi UFJ Financial Group, Inc., Sumitomo Mitsui Financial Group, Inc. and Development Bank of Japan, Inc. as lenders. The Applicants have conducted a claims process, which is described in paragraphs 18 to 21 below. The aggregate claims filed in respect of the Secured Debt were accepted by the Trustees in the approximate amount of ¥295,985,304,221. As described in paragraph 63 below, this amount was paid in full on March 28, 2011 under the Reorganization Plan.

15. The Applicants also had obligations in respect of certain tranches of outstanding unsecured bonds when they filed for insolvency protection. Specifically, as

noted in my Initial Affidavit, the Applicants had (a) zero-coupon convertible bond obligations of ¥20.23 billion denominated in euro-yen (the "**Euro Bonds**"), due in 2011 and (b) obligations in respect of approximately ¥82.00 billion in yen-denominated bonds (the "**Yen Bonds**") with maturity dates ranging between 2008 to 2018. The reorganization claims filed in respect of the Euro Bonds and the Yen Bonds were compromised under the Reorganization Plan and the compromised amounts of such claims are ¥2,528,625,000 and ¥5,919,659,025, respectively. As described in paragraph 62 below, the compromised amounts of the claims have been paid in full.

16. As described in my Initial Affidavit, JALI was named as a defendant in three proposed class action proceedings in the Provinces of British Columbia, Ontario and Quebec in connection with an alleged conspiracy to fix the price of international air freight shipping services (the "**Cargo Proceedings**"). JALI was also named as a defendant in a class action proceeding in Ontario in connection with an alleged conspiracy to fix the price of transpacific international long-haul passenger services in Ontario (the "**Passenger Proceeding**").

17. With the exception of the potential unsecured claims flowing from the Cargo Proceedings and Passenger Proceeding, the Applicants have no significant Canadian creditors.

THE CLAIMS PROCESS

18. A claims process was established in the Japan Proceeding pursuant to the Initial Order. The Initial Order established the following deadlines: (a) March 19, 2010 as the deadline for filing claims, (b) April 30, 2010 as the date by which the Trustees

were required to admit or deny claims and (c) May 10, 2010 to May 24, 2010 as the period for the investigation of claims.

19. On April 30, 2010 and May 7, 2010, the Japanese Court made orders extending certain of the deadlines set out in the Initial Order. The deadline for the admission or denial of claims was extended to May 28, 2010 and the time for investigating claims was extended to the period from May 31, 2010 to June 14, 2010.

20. Attached as **Exhibit "G"** are the claims notices ("**Claims Notices**") sent to the Applicants' creditors together with the English translation. Notice of the claims process and Claims Notices were provided to both known and potential creditors in the Japan Proceeding by announcing the claims process and posting the Claims Notices on the Applicants' website in both Japanese and English. The Applicants' website can be found at the following address http:www.jal.com/ja. The Trustees also published notice of the claims process in the "official gazette". The official gazette is a government-run publication that, among other things, publishes pronouncements in accordance with certain laws, including the JRA (which requires information pertaining to a claims process to be published in the official gazette). Notice of the claims process was also widely disseminated to creditors in the United States at the commencement of the U.S. Proceeding.

21. The claims process is now complete and the Applicants have admitted claims in the following amounts: (a) ¥295,985,304,221 in secured reorganization claims, which is comprised of the Secured Debt described in paragraph 14 above (b) ¥3,362,174,540 in tax claims, (c) ¥1,356,060,792,878, US$811,831,558.38 and

KRW1,7896,949 in unsecured reorganization claims and (d) ¥3,928,599,864 in labour claims that are comprised of (i) retirement lump-sum grants, which are lump-sum pension payments that are paid to employees of the Applicants when they retire, (ii) retirement pension claims, which relate to periodic payments that are made to retirees during the course of their retirement and (iii) loss-of-license pension claims, which concern pension payments owing to pilots who are unable to work due to, among other things, injury or illness.

Claims of Canadian Creditors

22. The Applicants did not run a separate claims process in the CCAA proceeding, nor did they run a separate claims process in the U.S. Proceeding, or in the United Kingdom or Australia.

23. Instead, the Claims Notices were sent directly to all known Canadian creditors, including the plaintiffs and defendants in the Cargo Proceedings and Passenger Proceeding.

24. Except as described below, there were no claims filed by Canadian creditors. The Applicants do not have any secured or preferred creditors in Canada and since the commencement of the Japan Proceeding the Applicants have continued to pay their Canadian unsecured trade creditors in the ordinary course. The Applicants have also continued to pay all of their employee related costs including wages, benefits, current pension contributions and other current service obligations under employment arrangements.

25. Each of the plaintiffs in the Cargo Proceedings and the Passenger Proceeding filed claims in the Japan Proceeding against JALI. These were the only claims filed by Canadian creditors in the Japan Proceeding. None of the defendants in the Cargo Proceedings and Passenger Proceeding filed a claim in the Japan Proceeding based on their potential right to contribution and indemnity from JALI in respect of these proceedings.

26. The Trustees denied the plaintiffs' claims, on the basis that litigation was pending with respect to these claims. The plaintiffs took no further steps to pursue their claims in the Japan Proceeding.

27. On July 8, 2010, JALI and the plaintiffs in the Cargo Proceedings entered into a settlement agreement (the "**Cargo Settlement**"). JALI received the approval of both the Trustees and the Japanese Court prior to executing the Cargo Settlement. On January 13, 2011, the Cargo Settlement was approved by this Court under both the *Ontario Class Proceedings Act, 1992* and the CCAA. Attached as **Exhibit "H"** is a copy of Justice Campbell's order. On February 15, 2011, the Cargo Settlement was approved by the Supreme Court of British Columbia under the B.C. *Class Proceedings Act*. Attached as **Exhibit "I"** is a copy of Chief Justice Bauman's order. On March 3, 2011, the Cargo Settlement was approved by the Quebec Superior Court under the Quebec Civil Code. Attached as **Exhibit "J"** is a copy of Justice Bellavance's order.

28. After reaching the Cargo Settlement, the plaintiffs in the Cargo Proceedings formally withdrew their claims against JALI in the Japan Proceeding. Attached as **Exhibits "K"** are copies of the withdrawal forms that were filed.

29. On December 1, 2010, JALI and the plaintiffs in the Passenger Proceeding entered into a settlement agreement (the **"Passenger Settlement"**). A copy of the Passenger Settlement is attached as **Exhibit "L"**. The Passenger Settlement is subject to Court approval. A schedule has not yet been finalized for the approval process.

THE REORGANIZATION PLAN

30. On August 31, 2010, the Applicants filed the Reorganization Plan with the Japanese Court. An English translation of the Reorganization Plan, exclusive of the appendices referred to therein, is attached hereto as **Exhibit "M"**. The Reorganization Plan is broken down into 12 chapters but only chapters three through 12 have been translated into English and are appended as Exhibit "M". Chapters one and two, which have not been translated, discuss the background to the submission of the Reorganization Plan and the proposed changes to the Applicants' business operations. Under Japanese law, this information is not legally required to be included in a reorganization plan, which is why it has not been translated. In any event, the English press release referred to in paragraph 31 below contains an accurate summary of the contents of chapters one and two.

31. Attached as **Exhibit "N"** is a copy of an English press release dated August 31, 2010 issued by the Trustees in connection with the Reorganization Plan. The press release provides a summary of the Reorganization Plan including, as mentioned above, a summary of the information contained in chapters one and two of the Reorganization Plan.

32. Under the JRA, the voting percentages required to obtain formal approval of a reorganization plan depend on a number of factors including, the class of creditors voting on the plan, the plan's treatment of affected creditors and whether the plan proposes a restructuring or liquidation of the debtor's business. Voting on a reorganization plan will, as a rule, be conducted separately for each of the classes of creditors contemplated under the JRA (secured creditors, priority creditors, unsecured creditors, contract subordinated creditors and in certain circumstances, which are described below, preferential shareholders and ordinary shareholders). If the court finds it appropriate however, classes of creditors may also be combined or split.

33. Typically, shareholders do not have the right to vote on a reorganization plan. Under the JRA, reorganization proceedings can be commenced when, among other things, the debtor is not technically insolvent but would experience difficulty continuing its business if it paid all of its debts. When a debtor files for creditor protection in these circumstances, shareholders will have voting rights.

34. For all creditors, other than secured creditors, a reorganization plan must be approved by creditors representing a majority of the aggregate claim amount. For secured creditors, a plan generally must be approved by two thirds of the debtor's secured creditors by aggregate claim amount. In cases where a reorganization plan proposes to discharge any part of a secured claim, approval is required from secured creditors representing three quarters or more of the total claim value.

35. For purposes of voting on the Reorganization Plan, the Applicants' creditors were divided into two distinct classes; holders of secured reorganization claims

and holders of unsecured reorganization claims. The tax claims and labour claims described in paragraph 21 above were classified as unsecured reorganization claims for voting purposes. The Applicants' shareholders were not entitled to vote on the Reorganization Plan. The Reorganization Plan and voting ballot forms were sent to all Applicants' creditors whose claim had not been denied by the Trustees.

36. Voting was conducted by written ballot between the period from September 10, 2010 to November 19, 2010 and the Reorganization Plan received the requisite approvals from the Applicants' secured and unsecured creditors, satisfying the requirements of the JRA. Set out below are the voting results in respect of each of the Applicants, showing the value of secured reorganization claims and unsecured reorganization claims that were voted in favour of the Reorganization Plan:

	secured reorganization claims	**unsecured reorganization claims**
JAC	100%	96.43%
JALI	100%	96.79%
JCC	96.56%	99.29%

37. On November 30, 2010 (the **"Confirmation Date"**), the Japanese Court approved and confirmed the Reorganization Plan. Attached hereto as **Exhibit "O"** is an English translation of the decision of the Japanese Court.

38. On December 1, 2010, the Reorganization Plan was implemented in Japan.

39. The effect of the confirmation of the Reorganization Plan under Japanese law is that the Applicants are fully and finally released from all claims, including unknown and contingent claims, except for those claims specifically addressed in the Reorganization Plan. Attached as **Exhibit "P"** to my Affidavit is an English translation of the relevant provisions of the JRA that provide for these releases.

40. In the U.S. Proceeding, even though the terms of the initial order issued by the U.S. Bankruptcy Court on February 17, 2010 recognizing the Japan Proceeding as a foreign main proceeding (the "**U.S. Recognition Order**") provided for automatic recognition of the Reorganization Plan and the Japanese Court's approval of the Reorganization Plan, the Trustees, out of an abundance of caution, requested that the U.S. Bankruptcy Court issue an additional formal plan recognition order. The U.S. Bankruptcy Court declined to do so on the basis that the U.S. Recognition Order already granted the relief requested.

41. The Applicants have not sought formal recognition of the Reorganization Plan in either Australia or the United Kingdom. Further consideration of any matters in the Australia proceeding has been adjourned to October 27, 2011.

42. The Information Officer has filed the First Report and the Second Report found at Exhibit "F", updating this Court on the Japan Proceeding. Attached as **Exhibit "Q"** is a copy of the First Report without the appendices referred to therein. I am advised by Sandra Forbes of Davies Ward Phillips & Vineberg LLP, Canadian counsel to the Applicants, and do verily believe that both reports have been posted on the Information Officer's website and, on October 5, 2010, a copy of the Second Report was

sent by email by Ms. Forbes to all counsel of record in the Cargo Proceedings and the Passenger Proceeding.

Description of the Reorganization Plan

43. Under the Reorganization Plan, as more particularly described below, (a) the corporate structure of the Applicants and certain of their subsidiaries was reorganized, (b) distributions were made in respect of certain secured reorganization claims, unsecured reorganization claims and preferred claims and (c) the business operations of the Applicants will be restructured.

(a) Corporate Reorganization

44. On December 1, 2010, the Applicants and certain of their subsidiaries, namely JALways Co., Ltd. and JAL LIVRE Co., Ltd. (collectively, the "**Subsidiaries**"), underwent a corporate reorganization pursuant to the Reorganization Plan.

45. As the first step of the corporate reorganization, JALI merged with JAC and JCC. The shareholders of JAC received one common share in JALI for each JAC common share or A-class share held. JAC, in its capacity as the sole shareholder of JCC, did not receive consideration for the JCC shares it held.

46. JALI subsequently acquired all of its shares for cancellation, including the common shares it had issued to former JAC shareholders, and reduced its stated capital to zero. ETIC then invested ¥350 billion in JALI (the "**Equity Investment**") in exchange for 175 million shares of JALI.

47. Following the Equity Investment, JALI merged with the Subsidiaries and continued as the surviving entity. Effective April 1, 2011, JALI operates under the name "Japan Airlines Co., Ltd."

48. The Trustees were of the view that the merger of these entities would allow the Applicants to be restructured more efficiently and bring about the most fair result for their respective stakeholders. Prior to the merger, the Applicants and their Subsidiaries were highly integrated. For instance, they shared common names, their business was operated from the same space and historically, they relied on the credit worthiness of JALI when they were obtaining credit or developing business. There were also a number of internal claims between the Applicants and the Subsidiaries as well as a number of overlapping claims filed by their various creditors.

49. Effective upon the merger of the Applicants and the Subsidiaries, all internal claims and obligations between the Applicants were extinguished. Further, the merger caused JALI to become the successor to all of the rights and obligations of JAC and JCC with the result that all claims filed against those corporations in the Japan Proceeding are now claims against JALI. Therefore, where a creditor held overlapping claims against more than one of the Applicants, those claims are now a single claim against JALI.

(b) Treatment of Claims

50. Only those claims listed in the Reorganization Plan are eligible for distribution under the Reorganization Plan. As described above, under Japanese law, the Applicants are fully released from all other claims.

51. As described above, the Cargo Proceedings and Passenger Proceeding were resolved outside of the Reorganization Plan. In light of this fact, the Trustees' denial of the plaintiffs' claims filed in the Japan Proceeding, and the fact that no defendant filed a claim (let alone one that was accepted) in the Japan Proceeding, the Reorganization Plan does not include any creditor claims arising from the Cargo Proceedings or the Passenger Proceeding. Accordingly, under Japanese law, the Applicants are fully released from any such claims.

52. The Reorganization Plan contemplates distributions to secured, unsecured and preferred creditors.

53. Pursuant to the Reorganization Plan, the "fixed claim amount" of secured reorganization claims were to be fully repaid over seven years between 2012 and 2018. However, as described in paragraph 62 below, with the approval of the Japanese Court, the Trustees have made lump-sum payments to secured creditors to satisfy the full amount of their claims ahead of the schedule set out in the Reorganization Plan.

54. Under the terms of the Reorganization Plan, if the Trustees entered into a purchase and sale agreement, or similar agreement, to sell certain specified assets of the Applicants by March 10, 2011, secured creditors are entitled to receive additional distributions based on the price received for the disposed assets. The Trustees entered into numerous purchase and sale agreements prior to the March 10, 2011 deadline, which as described in paragraph 63 below, resulted in the secured creditors receiving aggregate distributions of ¥298,601,100,613, which is ¥2,615,796,392 in excess of the claim admitted in respect of the Secured Debt.

55. In the case of unsecured reorganization claims, the Reorganization Plan discharged 87.5% of the admitted claim amount. It was intended that the balance of the claim would be satisfied through the payment of equal installation payments over seven years between 2012 and 2018 on the last day of March of each year commencing March 31, 2012. Similar to secured reorganization claims, as described in paragraph 62 below, the Trustees have paid the full amount owing to unsecured creditors under the Reorganization Plan ahead of the seven year timeline contemplated.

56. The Reorganization Plan also provides for lump-sum payments to be made within three months of the Confirmation Date in respect of (a) retirement lump-sum grants, (b) retirement pension claims that were due on the Confirmation Date, (c) corporate pension fund premiums that were due on the Confirmation Date and (d) domestic corporate bond claims, which are claims in respect of bonds held by the Japanese public. All of these payments were made in full by March 28, 2011.

57. For retirement pension claims and loss-of-license pension claims not due on the Confirmation Date, payments were to be made on the dates prescribed by the relevant regulations. In the case of corporate pension fund premiums not due on the Confirmation Date, payments were to be made in accordance with a revised JAL corporate pension fund code. Further, effective December 1, 2010, JALI's obligation to pay premiums under the corporate pension fund was reduced.

58. The Applicants also received a waiver of a portion of their overdue taxes. The remaining tax liability was paid on December 20, 2010 pursuant to the Reorganization Plan.

(c) Restructuring of the Business Operations of the Applicants

59. The Reorganization Plan implements a number of initiatives to reduce the Applicants' costs, improve their profitability and eliminate excessive liabilities, which are described in detail in the Trustee's press release found at Exhibit "N". These initiatives include:

(i) *Operational Cost Reduction:* reduction in the number of aircraft and models, utilization of smaller models of airplanes, the elimination of unprofitable routes and the reform of airport costs structures and facilities;

(ii) *Overhead Reduction*: reduction in office space, airport terminal space, and vacating unused premises as well as the review of wage and benefit programs;

(iii) *Headcount Reduction:* reduce approximately 16,000 employees through early retirement and the sale of subsidiaries; and

(iv) *Aligning the Business Model:* focus will be concentrated on the air transport business and subsidiaries in peripheral fields such as hotel businesses, will be divested.

60. By implementing the above measures JALI will aim to make its operations more flexible and adaptable and improve its profitability and cost competitiveness.

COMPLETION OF THE JAPAN PROCEEDING

61. On March 16, 2011, the Trustees obtained the approval of the Japanese Court to make lump-sum payments under the Reorganization Plan ahead of the seven-year schedule contemplated therein. Attached as **Exhibit "R"** is the English translation of the certificate of approval of the Japanese Court dated March 16, 2011 approving the lump-sum payments. This approval enabled the Applicants to make significant payments to their creditors with the effect that as of the date of this Affidavit, the Applicants have paid, in full, substantially all of the claims payable under the Reorganization Plan.

62. Notably, the Applicants have paid their most significant secured and unsecured creditors, including the holders of the Yen Bonds and the Euro Bonds. Specifically, on February 18, 2011 and February 22, 2011 the Applicants paid the aggregate amount of ¥5.92 billion in full satisfaction of amounts owing under the Reorganization Plan to holders of the Yen Bonds. Furthermore, on March 24, 2011, the Applicants paid ¥2.52 billion in satisfaction of the full amount owing under the Reorganization Plan to holders of the Euro Bonds.

63. On March 28, 2011, the Applicants paid the balance amount owing in respect of the Secured Debt in the aggregate amount of ¥298,601,100,613. This payment represents full satisfaction of the claim admitted in respect of the Secured Debt in the amount of ¥295,985,304,221 and the additional ¥2,615,796,392 payable to the secured creditors due to the asset sales described in paragraph 54 above.

64. As mentioned in paragraph 56, the Applicants have paid the retirement, pension and bond claims within the three month time frame prescribed by the Reorganization Plan. The Applicants have also paid the full amount of retirement pension claims and loss-of-license pension claims referred to in paragraph 57 in advance of the dates prescribed by the relevant regulations.

65. The distributions made under the Reorganization Plan were funded through (a) cash, deposits and operating revenue, (b) paid-in capital for issuance of new shares, including the ¥350 billion derived from the Equity Investment, (c) the proceeds derived from the disposition of assets described in paragraph 54 above and (d) ¥254.96 billion in financing the Applicants obtained from 11 financial institutions of which ¥395,145.57 was used to make payments to the Applicants' creditors.

66. The only claims which have not been paid are claims that are in dispute and liabilities which were guaranteed by JALI (each, a "**Guarantee Claim**") but have not become due because the principal debtors have continued to pay their debts in the ordinary course. JALI will only become liable for a Guarantee Claim if the acceleration clause contained in such claim is invoked against the principal debtor. If this occurs, the unpaid balance of the Guarantee Claim will be treated as an unsecured claim under the Reorganization Plan; 87% of the debt will be compromised and the balance will be paid in full by JALI (now Japan Airlines Co., Ltd.).

67. The total amount of unpaid claims is approximately ¥19 billion.

68. On March 28, 2011, the Japanese Court, on motion by the Trustees, found that the Applicants had repaid more than two thirds of the monetary claims

provided in the Reorganization Plan and was not in default of the Reorganization Plan. Therefore, pursuant to Article 239, Section 1, Sub-section 2 of the JRA, the Japanese Court determined that the Japan Proceeding was complete. Attached as **Exhibit "S"** are the March 28, 2011 reasons of the Japanese Court (translated into English). Attached as **Exhibit "T"** is an announcement by JALI dated March 28, 2011 announcing the completion of the Japan Proceeding.

IMPACT OF THE REORGANIZATION PLAN ON CANADIAN OPERATIONS

69. The Reorganization Plan does not have a considerable impact on the Canadian operations of the Applicants or their Canadian creditors.

70. As described above, the only Canadian claims that were filed in the Japan Proceeding were by the plaintiffs in the Cargo Proceedings and the Passenger Proceeding, and those claims were resolved outside of the Reorganization Plan. Accordingly, the scheme of distribution proposed by the Reorganization Plan has no impact on Canadian creditors.

71. The purchase and sale agreement described in paragraph 54 above did not have any impact on JALI's Canadian operations because none of the assets that were sold were located in Canada.

72. There are no employees in Canada being adversely impacted by the Reorganization Plan. As part of the restructuring of the Applicants' business, certain Canadian employees were offered an early retirement package. Otherwise, it is not expected that the restructuring initiatives described in paragraph 59 above will have a material impact on the Applicants' Canadian operations.

73. I believe that the Reorganization Plan is fair and reasonable and is in the best interest of the Applicants and their creditors and will permit JALI to continue as a viable and long-term business.

DISCHARGE AND SUBSTITUTION OF THE INFORMATION

74. Since the date of the Initial Order, our primary contact and the person with the most knowledge at the Information Officer's office has been Mr. Paul van Eyk. I understand that Mr. van Eyk is no longer employed by Deloitte and Touche Inc. and that on or about February 7, 2011, Mr. van Eyk commenced employment with PricewaterhouseCoopers Inc. In order to contain costs and maintain efficiency, I think it is in the best interests of the Applicants if Deloitte and Touche Inc. is discharged and released from its duties as Information Officer and PricewaterhouseCoopers Inc. (with Mr. van Eyk remaining as our key contact) is substituted as the Information Officer in these proceedings.

SWORN BEFORE ME in
the City of Tokyo, in the
State of Japan, this 10th
day of May, 2011

Hiromichi Matsumoto
Notary

HIROMICHI MATSUMOTO

Eiji Katayama
EIJI KATAYAMA

NOTARIAL CERTIFICATE

This is to certify that Eiji Katayama, Attorney-at-law, has affixed signature in my very presence to the attached document.

Dated this 10th day of May, 2011

Notary : HIROMICHI MATSUMOTO
2-6, Ginza 2-chome Chuo-ku, Tokyo, Japan
Tokyo Legal Affairs Bureau

登簿第　１２３３　号

この　宣　誓　書　の署名者　弁護士　片　山　英　二　は、

本職の面前でこの署名をした。よってこれを認証する。

平成　２３　年　５　月　１０　日本職役場において

東京都中央区銀座２丁目２番６号

東京法務局所属

公証人　松本弘之

This is Exhibit "A" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Notary

HIROMICHI MATSUMOTO

平成２２年（ミ）第１号乃至第３号　会社更生事件

決　　定

当事者の表示　　別紙当事者目録記載のとおり

主　　文

1　開始前会社について更生手続を開始する。

2　管財人に次の者を選任する。

東京都千代田区大手町一丁目６番１号

株式会社企業再生支援機構

東京都中央区八重洲二丁目８番７号　福岡ビル９階

片　山　英　二

3　管財人は，それぞれ単独にその職務を行うことができる。

4　更生債権等の届出をすべき期間等を次のとおり定める。

(1)　更生債権等の届出をすべき期間

平成２２年３月１９日まで

(2)　認否書の提出期限

平成２２年４月３０日まで

(3)　更生債権等の一般調査期間

平成２２年５月１０日から同月２４日まで

5　更生会社，更生債権者等，株主，労働組合等が，管財人の選任について書面により意見を述べることができる期間を次のとおり定める。

平成２２年２月１９日まで

6　更生計画案の提出期間を次のとおり定める。

(1)　管財人が更生計画案を提出すべき期間

平成２２年６月３０日まで

(2) 更生会社並びに届出をした更生債権者等及び株主が更生計画案を提出することができる期間

平成２２年５月３１日まで

7 管財人は，会社更生法に定めるもののほか，次の行為をしなければならない。

(1) 会社更生法８４条１項に規定する報告書を平成２２年３月１９日までに裁判所に提出すること。

(2) 毎月，更生会社の業務及び財産の管理状況について，報告書及び損益計算書を作成し，翌月末日までに，報告書に損益計算書の写しを添付して裁判所に提出すること。

(3) 更生手続開始時における財産評定前の貸借対照表を作成後速やかに裁判所に提出すること。

(4) 会社更生法８３条３項の規定による貸借対照表及び財産目録を作成後速やかに裁判所に提出すること。

(5) 更生計画案作成の時における清算価値及び継続企業価値による資産総額を記載した書面並びに更生手続開始後更生計画案作成時に至るまでの期間における損益計算書を作成して，更生計画案とともに裁判所に提出すること。

8 管財人は，次の行為をするには，裁判所の許可を得なければならない。

(1) 更生会社が所有又は占有する財産に係る権利の譲渡，担保権の設定，賃貸その他一切の処分（常務に属する取引に関する場合を除く。）

(2) 更生会社の有する債権について譲渡，担保権の設定その他一切の処分（更生会社による取立てを除く。）

(3) 財産の譲受け（商品の仕入れその他常務に属する財産の譲受けを除く。）

(4) 貸付け

(5) 借財（銀行との当座貸越契約に基づくものを除く。）及び保証

(6) 訴えの提起及び保全，調停，支払督促その他これらに準ずるものの申立て並

びにこれらの取下げ

(7) 和解又は仲裁合意（仲裁法（平成１５年法律第１３８号）２条１項に規定する仲裁合意をいう。）

(8) 債務免除，無償の債務負担行為及び権利の放棄

(9) １０億円を超える共益債権を生じさせる行為で常務に属しないもの

(10) 更生担保権に係る担保の変換（更新された火災保険契約に係る保険金請求権に対する担保変換としての質権の設定を除く。）

(11) 更生会社の事業の維持更生の支援に関する契約及び当該支援をする者の選定業務に関する契約の締結

理　　由

一件記録によれば，開始前会社には，会社更生法１７条１項所定の更生手続開始の原因となる事実があると認められ，他方，同法４１条１項各号に掲げる事由があるとは認められない。

よって，本件申立ては理由があるので主文第１項のとおり決定し，併せて会社更生法４２条１項，６９条１項，７２条２項，８４条２項，８５条４項，１４６条３項，１８４条１項及び２項，会社更生規則５１条１項の規定に基づき，主文第２項から第８項までのとおり決定する。

平成２２年１月１９日午後５時３０分

東京地方裁判所民事第８部

裁判長裁判官　　菅　野　博　之

裁判官　　渡　部　勇　次

裁判官　　馬　渡　直　史

別　紙

当　事　者　目　録

平成２２年（ミ）第１号

東京都品川区東品川二丁目４番１１号

申立人（開始前会社）	株式会社日本航空
代表者代表取締役	西松　遙

平成２２年（ミ）第２号

東京都品川区東品川二丁目４番１１号

申立人（開始前会社）	株式会社日本航空インターナショナル
代表者代表取締役	西松　遙

平成２２年（ミ）第３号

東京都品川区東品川二丁目４番１１号

申立人（開始前会社）	株式会社ジャルキャピタル
代表者代表取締役	金山佳正
上記３社申立人代理人弁護士	南賢一
同	森倫洋
同	宮崎信太郎
同	上野元
同	柴原多
同	金山伸宏
同	福岡真之介
同	郡谷大輔
同	柳田一宏
同	湯川雄介
同	松原大祐

同	舞	田	靖　子
同	築	留	康　夫
同	信	夫	大　輔
同	髙	橋	洋　行
同	澤		陽　男
同	紺	田	哲　司

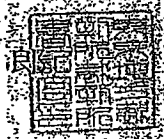
以　上

これは謄本である。

平成２９年１月１９日

東京地方裁判所民事第８部

裁判所書記官　手嶋　健一



This is Exhibit "B" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Notary

HIROMICHI MATSUMOTO

<English translation for reference only>

Case No. (mi) 1 through 3 of 2010

Case of Corporate Reorganization

Decision

Parties: As specified in the appended inventory of parties

Main Text

1. The corporate reorganization proceedings for the Debtors shall commence.

2. The person and entity as below shall be appointed as trustees:

   1-6-1 Otemachi, Chiyoda-ku, Tokyo
   Enterprise Turnaround Initiative Corporation of Japan

   Fukuoka Building 9th Floor, 2-8-7 Yaesu, Chuo-ku, Tokyo
   Eiji Katayama

3. Each trustee may conduct his/its duty solely.

4. The periods such as for filing reorganization claims, etc. shall be specified as follows:

   (1) The period for filing reorganization claims, etc. : Until March 19, 2010;
   (2) The date for admission or denial for filed reorganization claims, etc. to be made: By April 30, 2010; and
   (3) The period for ordinary investigation of filed reorganization claims, etc. : From May 10, 2010 to May 24, 2010

5. The period during which the Debtors, creditors, shareholders, the labor's union, etc. may state its/their opinion in writing with respect to the appointment of trustees shall be specified as follows:

   Until February 19, 2010

6. The period for the submission of the proposed reorganization plan shall be specified as follows:

   (1) The period during which the trustees should submit their proposed reorganization plan;
   Until June 30, 2010
   (2) The period during which the Debtors, creditors who made a filing of reorganization claims, etc., and shareholders may submit its/their proposed reorganization plan;

Until May 31, 2010

7. The trustees shall conduct the following acts in addition to those provided for in the Corporate Reorganization Act:

(1) Submit to the court a written report provided for in Paragraph 1 of Article 84 of the Corporate Reorganization Act before March 19, 2010;
(2) Prepare a written report and profit and loss statement with respect to the management of the Debtors' business and property every month, and submit the written report, accompanied by a copy of profit and loss statements, to the court by the last day of the next month;
(3) Prepare a balance sheet before the evaluation of property at the time of commencing the corporate reorganization proceedings, and thereafter promptly submit it to the court;
(4) Prepare a balance sheet and an inventory of property under Paragraph 3 of Article 83 of the Corporate Reorganization Act, and thereafter promptly submit them to the court;
(5) Prepare a document stating the total amount of assets based on liquidation value and going concern value at the time of preparing a proposed reorganization plan, and a profit and loss statement during the period until the time of preparing a proposed reorganization plan after commencing the corporate reorganization proceedings, and submit them to the court with a proposed reorganization plan;

8. The trustees shall obtain the approval of the court in order to conduct the following acts:

(1) Assigning, creating security interests, leasing, and any other disposition (excluding those regarding transactions which fall within the scope of ordinary business) of rights pertaining to assets owned or possessed by the Debtors.
(2) Assigning, creating security interests, and any other disposition (excluding collection by the Debtors) of claims owned by the Debtors.
(3) Acquiring property (excluding purchasing goods and other acquisitions of property which fall within the scope of ordinary business);
(4) Lending money;
(5) Borrowing money (excluding borrowing based on the contract for overdraft) and guarantees;
(6) Filing and withdrawing a lawsuit, petition for relief, mediation, demand for payment, and the other equivalent thereto;
(7) Making a settlement or an arbitration agreement (meaning an arbitration agreement provided for in Paragraph 1 of Article 2 of the Arbitration Act (Act No. 138 of 2003));
(8) Releasing an obligation, assuming a debt without consideration, or waiving a right;
(9) Action which causes a common benefit claim exceeding 1 billion JPY and which does not fall within the scope of the ordinary business;
(10) Exchanging security related to a secured reorganization claim (excluding the creation of a pledge as exchange of security for an insurance claim related to a renewed fire insurance contract); and

(11) Executing a contract regarding support of maintenance and reorganization of the Debtors' business, and a contract regarding service in relation to selecting those who provide such support.

Grounds of the Decision

According to the case records, it is found that there are facts, on the part of the Debtors, which constitute cause for the commencement of corporate reorganization proceedings provided for in Paragraph 1 of Article 17 of the Corporate Reorganization Act, on the other hand, matters listed in each item of Paragraph 1 of Article 41 of the same Act are not found.

Based on the above, this Petition has justifiable grounds, so the court makes a decision as set forth in Paragraph 1 of the Main Text. In addition, the court makes a decision as set forth in Paragraphs 2 through 8 of the Main Text under the provisions of Paragraph 1 of Article 42, Paragraph 1 of Article 69, Paragraph 2 of Article 72, Paragraph 2 of Article 84, Paragraph 4 of Article 85, Paragraph 3 of Article 146 and Paragraphs 1 and 2 of Article 184 of the Corporate Reorganization Act and Paragraph 1 of Article 51 of the Rules of Corporate Reorganization.

5:30 PM, January 19, 2010

Civil 8th Division of Tokyo District Court

Chief of Judge [Hiroyuki Kanno]

Judge [Yuji Watanabe]

Judge [Naofumi Moutai]

Exhibit

Inventory of Party

Case No. (mi) 1 of 2010
Petitioner (Debtor): Japan Airlines Corporation
2-4-11 Higashi Shinagawa, Shinagawa-ku, Tokyo
Representative Director: Haruka Nishimatsu

Case No. (mi) 2 of 2010
Petitioner (Debtor): Japan Airlines International Co., Ltd.
2-4-11 Higashi Shinagawa, Shinagawa-ku, Tokyo
Representative Director: Haruka Nishimatsu

Case No. (mi) 3 of 2010
Petitioner (Debtor): JAL Captital Co., Ltd.
2-4-11 Higashi Shinagawa, Shinagawa-ku, Tokyo
Representative Director: Yoshimasa Kanayama

Nishimura & Asahi Law Offices
Ark Mori Building, 1-12-32 Akasaka, Minato-ku, Tokyo 107-6029 (address for service)
Phone 81-3-5562-8760
FAX 81-3-5561-9711

Attorneys representing the above Petitioners:
Kenichi Minami, Esq.
Mori Michihiro, Esq.
Shintaro Miyazaki, Esq.
Hajime Ueno, Esq.
Masaru Shibahara, Esq.
Nobuhiro Kanayama, Esq.
Shinnosuke Fukuoka, Esq.
Daisuke Koriya, Esq.
Kazuhiro Yanagida, Esq.
Yusuke Yukawa, Esq.
Daisuke Matsubara, Esq.
Yasuko Maita, Esq.
Yasuo Tsukitome, Esq.
Daisuke Shinobu, Esq.
Hiroyuki Takahashi, Esq.
Akio Sawa, Esq.
Tetsushi Konda, Esq.

[End of Text]

I, Trustee Eiji Katayama, confirm this to be as correct and accurate translation in English language as it be, of the court decision in Japanese language.
Dated: January 19, 2010

Eiji Katayama

This is Exhibit "C" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Hiromichi Matsumoto

Notary

HIROMICHI MATSUMOTO

Court File No. CV-10-8692-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 30TH DAY
	)	
MR. JUSTICE CAMPBELL	)	OF APRIL, 2010

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

Applicants

APPLICATION UNDER PART IV OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, c. C-36, AS AMENDED.

RECOGNITION ORDER

THIS APPLICATION, made by Eiji Katayama (the **"Foreign Representative"**) in respect of and on behalf of Japan Airlines Corporation, Japan Airlines International Co. Ltd. and JAL Capital Co., Ltd. (the **"Applicants"**), pursuant to Part IV of the *Companies' Creditors Arrangement Act,* R.S.C. 1985, c. C-36, as amended (the **"CCAA"**) for an order recognizing the Japan Proceeding (as defined below) as a foreign main proceeding and certain other relief was heard this day at 330 University Avenue, Toronto, Ontario M5G 1E6.

ON READING the Notice of Application, the affidavit of Eiji Katayama sworn April 12, 2010 (the **"Affidavit"**), and the consent of Deloitte & Touche Inc. to serve as

Information Officer in these proceedings, filed, and on hearing the submission of counsel for the Applicants, no else appearing: Counsel for the Proposed Information Officer is attending.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record herein is hereby abridged and validated so that this Application is properly returnable today, and that further service thereof is hereby dispensed with.

RECOGNITION OF JAPAN PROCEEDINGS

2. **THIS COURT ORDERS AND DECLARES** that the proceedings commenced by the Applicants in Japan under the Corporate Reorganization Act of Japan (*Kaisha Kosei Ho*) (the **"JRA"**) before the Tokyo District Court, Civil Department No. 8 (the **"Japan Proceeding"**) be and are hereby recognized as a "foreign proceeding" for the purposes of the CCAA and the Applicants are entitled to relief under the CCAA.

3. **THIS COURT ORDERS AND DECLARES** that the Japan Proceeding is a "foreign main proceeding" for the purposes of the CCAA, and the Initial Order, as defined below, is given full force and effect in all provinces and territories of Canada for the purposes of Part IV of the CCAA.

4. **THIS COURT ORDERS AND DECLARES** that Eiji Katayama is a "foreign representative" in the Japan Proceeding in respect of the Applicants for the purposes of the CCAA (the **"Foreign Representative"**) and is entitled to bring this Application.

5. **THIS COURT ORDERS** that the automatic stay of proceedings granted in favour of the Applicants, and the Applicants' assets, business and undertaking in the Japan Proceeding, is hereby recognized by this Court, and further orders that such stay of proceedings shall be in full force and effect in Canada as if such stay of proceedings had been ordered by this Court.

6. **THIS COURT ORDERS AND DECLARES** that the order of the Tokyo District Court, Civil Department No. 8 made on January 19, 2010 in respect of the Applicants

(the "**Initial Order**") is recognized and given full force and effect in all provinces and territories of Canada.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

7. **THIS COURT ORDERS** that except as provided in paragraph 8 herein, during the pendancy of the Japan Proceeding (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Applicants' or the Foreign Representative's current and future business, assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"), except with the written consent of the Applicants or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or the Foreign Representative's or the Property are hereby stayed and suspended pending further Order of this Court.

8. **THIS COURT ORDERS** that with respect to the following Proceedings:

(a) Court File No. CV-09-384308, Ontario Superior Court of Justice, *Riediger et al. v. Air Canada et al.*,

(b) Court File No. S067490, Supreme Court of British Columbia (Vancouver Registry), *McKay v. ACE Aviation Holdings Inc., et al.*,

(c) Court File No. 500-06-000344-065, Quebec Superior Court (District of Montreal), *Cartise Sports Inc. v. Deutsche Lufthansa AG et al.*, and

(d) Court File No. 50389CP, Ontario Superior Court of Justice, *Airia Brands Inc. et al v. Air Canada et al.* (collectively, the "**Proposed Class Proceedings**"),

nothing in this Order shall stay or otherwise suspend the Proposed Class Proceedings against any party to the Proposed Class Proceedings except the Applicants.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

9. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations.

NO EXERCISE OF RIGHTS OR REMEDIES

10. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being **"Persons"** and each being a **"Person"**) against or in respect of the Applicants or affecting the Property, are hereby stayed and suspended except with the written consent of the Applicants, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicants to carry on any business which the Applicants are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, (iv) prevent the registration of a claim for lien, or (v) prevent a creditor who holds security on aircraft objects (as defined in the CCAA) or a lessor of aircraft objects from taking possession of the aircraft objects in the circumstances contemplated in Section 11.07 of the CCAA.

NO INTERFERENCE WITH RIGHTS

11. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicants, except with the written consent of the Applicants or leave of this Court.

CONTINUATION OF SERVICES

12. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with any of the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, employee benefits, transportation services, utility or other services to the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants (including, where a notice of termination may have been given with an effective date after the date of this Order), provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and the Applicants or as may be ordered by this Court.

APPOINTMENT OF INFORMATION OFFICER

13. **THIS COURT ORDERS** that Deloitte & Touche Inc. is hereby appointed as the information officer in respect of the Applicants (the "**Information Officer**") as an officer of this Court to monitor the assets, businesses and affairs of the Applicants in Canada and the Japan Proceeding and all foreign proceedings in respect of the Applicants commenced in the United States and United Kingdom (each, an "**Other Foreign Proceeding**") and report thereon to this Court from time to time as the Information Officer deems appropriate.

14. **THIS COURT ORDERS** that the Information Officer shall report to this Court at such times and intervals as the Information Officer deems appropriate and, in any event, shall deliver a report to the Court at least once every three months outlining the status of the Japan Proceeding and the Other Foreign Proceedings, and such other information as the Information Officer believes to be material.

15. **THIS COURT ORDERS** that the Information Officer is hereby empowered and authorized, but not obligated, to provide the Applicants with reasonable guidance and assistance so as to facilitate the Applicants' compliance with obligations under the CCAA.

16. **THIS COURT ORDERS** that the Information Officer shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the business of the Applicants (the "**Business**") and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof. All employees of the Applicants shall remain the employees of the Applicants and the Information Officer shall not be liable for any employee-related liabilities, including wages, severance pay, termination pay, vacation pay, and pension or benefit amounts.

17. **THIS COURT ORDERS** that the Foreign Representative and the Information Officer shall incur no liability or obligation as a result of the appointment of the Information Officer or the fulfillment of the duties of the Information Officer in carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on their part, and no action or other proceeding shall be commenced against the Foreign Representative or the Information Officer relating in any way to this proceeding, except with prior leave of this Court obtained on not less than seven (7) days notice to the Information Officer and the Foreign Representative.

18. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Information Officer and counsel for the Information Officer on a bi-weekly basis.

19. **THIS COURT ORDERS** that the Information Officer and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Information Officer and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice. For certainty, the Information

Officer, as officer of this Court, shall not be required to pass its accounts or the accounts of its legal counsel in the Japan Proceeding or in any Other Foreign Proceeding.

20. **THIS COURT ORDERS** that the Information Officer and counsel to the Information Officer shall be entitled to the benefits of and are hereby granted a charge (the **"Administration Charge"**) on the Property, which charge shall not exceed an aggregate amount of $250,000 as security for their professional fees and disbursements incurred at the normal rates and charges of the Information Officer and such counsel, both before and after the making of this Order in respect of these proceedings.

21. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

22. **THIS COURT ORDERS** that the Administration Charge shall constitute a charge on the Property and shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise in favour of any Person.

23. **THIS COURT ORDERS** that nothing in this Order shall prevent the Information Officer from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, or the Property, as long as, the Applicants consent to such appointment.

SERVICE AND NOTICE

24. **THIS COURT ORDERS** that the Information Officer shall, within ten (10) business days of the date of entry of this Order, publish notice of these proceedings substantially in the form attached hereto as Schedule "A", in the National Edition of the Globe and Mail once a week for two consecutive weeks and shall promptly send a copy

of this Order (a) to all parties filing a Notice of Appearance in respect of this Application, and (b) to any other interested Person requesting a copy of this Order; and the Foreign Representative be and is hereby relieved of its obligation to publish notice of this proceeding under subsection 53(b) of the CCAA.

25. **THIS COURT ORDERS** that the Applicant and the Information Officer be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

26. **THIS COURT ORDERS** that the Applicants, the Information Officer, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, in accordance with the E-filing protocol of the Commercial List to the extent practicable, and the Information Officer may post a copy of any or all such materials on its website.

GENERAL

27. **THIS COURT ORDERS** that the Applicants and the Information Officer may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

28. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, the United Kingdom, and Japan to give effect to this Order and to the Applicants, and its respective agents, in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to

make such orders and to provide such assistance to the Applicants as may be necessary or desirable to give effect to this Order, or to assist the Applicants and their respective agents in carrying out the terms of this Order.

29. **THIS COURT ORDERS** that the Applicants be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

30. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Applicants and the Information Officer and any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

31. **THIS COURT ORDERS** that this Order and all of it provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

APR 30 2010

PER / PAR:

SCHEDULE A

Court File No. CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD. AND JAL CAPITAL CO., LTD.

APPLICATION UNDER PART IV OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

PLEASE TAKE NOTICE that this Notice is being published pursuant to an order of the Ontario Superior Court of Justice (the "**Canadian Court**") made on April ■, 2010.

PLEASE TAKE FURTHER NOTICE that on January 19, 2010, Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. (collectively, the "**Debtors**") obtained an Order from the Tokyo District Court, Civil Department No.8 (the "**Japan Court**") that, among other things, commenced corporate reorganization proceedings for the Debtors under the *Japanese Corporate Reorganization Act* (the "**Japan Proceeding**") and appointed Mr. Eiji Katayama as foreign representative.

PLEASE TAKE FURTHER NOTICE that an order has been issued by the Canadian Court under Part IV of the *Companies' Creditors Arrangement Act* (the "**Recognition Order**") that, among other things: i) recognizes the Japan Proceeding as a foreign main proceeding; ii) stays all claims against the Debtors in Canada; and iii) appoints Deloitte and Touche Inc. as Information Officer of the Debtors.

PLEASE TAKE FURTHER NOTICE that Persons who wish to receive a copy of the Recognition Order or any further information in respect thereof or in respect of the matters set out in this Notice should contact the Information Officer, Deloitte and

Touche Inc. (Attention: Clark Lonergan, telephone: (416) 775-7351, facsimile: (416) 601-6690 or email at clonergan@deloitte.ca).

PLEASE TAKE FURTHER NOTICE that the Recognition Order and any other orders that may be issued by the Canadian Court can be viewed at www._____.com .

DATED this _____day of ____, 2010 at Toronto, Canada

DELOITTE & TOUCHE INC.

COURT-APPOINTED INFORMATION OFFICER OF THE DEBTORS

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-10-8692-00CL

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD. .

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

RECOGNITION ORDER

DAVIES WARD PHILLIPS & VINEBERG LLP
1 First Canadian Place
Suite 4400
Toronto, ON M5X 1B1

Natasha MacParland (LSUC # 42383G)
Tel: 416.863.5567
Fax: 416.863.0871

Lawyers for the Applicants

This is Exhibit "D" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Hiromichi Matsumoto

Notary

HIROMICHI MATSUMOTO

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

Applicants

APPLICATION UNDER PART IV OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED.

AFFIDAVIT OF EIJI KATAYAMA
(SWORN APRIL 12 , 2010)

I, Eiji Katayama, of the City of Tokyo, Japan, MAKE OATH AND SAY:

1. I am a partner at the law firm of Abe, Ikubo & Katayama and as set out in paragraph 33 herein have been authorized to act as foreign representative of Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. (collectively, the "**Applicants**"), whose reorganization proceedings under the Corporate Reorganization Act of Japan (*Kaisha Kosei Ho*) (the "JRA") are before the Tokyo District Court, Civil Department No. 8 (the "**Japan Proceeding**").

2. I am swearing this Affidavit in support of an application under s. 46 of the *Companies' Creditors Arrangement Act* ("CCAA") to this Court for recognition of the Japan Proceeding. In particular, the Applicants seek an Order recognizing the Japan

Proceeding as a "foreign main proceeding" for the purposes of the CCAA and all related ancillary relief to facilitate the global restructuring of the Applicants' business.

The Applicants' Business

International Operations

3. Japan Airlines Corporation ("**JAC**") owns 100% of both Japan Airlines International Co., Ltd. ("**JALI**") and JAL Capital Co., Ltd. ("**JCAP**"). JAC was a corporation publicly traded on the Tokyo Stock Exchange in Japan until February 20, 2010 and has been listed on the Nikkei 225 index for years. Attached as Exhibit "A" is a list of JAC's subsidiaries and affiliates.

4. Each of the Applicants is a Japanese corporation having a substantial connection to Japan, and having its centre of main interest in Japan. The Applicants' corporate headquarters and registered head office are located at 4-11, Higashi-shinagawa 2-chome, Shinagawa-ku, Tokyo 140-8637, Japan. In addition:

(a) the Applicants are all corporations organized and existing under the laws of Japan;

(b) the Applicants are primarily controlled by, and decision-making is made from, their principal place of business in Japan. There are certain decisions that are made by JALI at a national or regional level, including setting prices for certain services provided, which are determined based on a number of factors, many of which are customer specific;

(c) the majority of the Applicants' employees reside in Japan;

(d) the majority of the Applicants' assets are located in Japan;

(e) the majority of the Applicants' creditors are located in Japan; and

(f) all of the Applicants' administrative functions including accounting, financial reporting, budgeting and cash management are conducted in Japan.

5. In operation since 1951, the Applicants and their affiliates are one of the world's largest air carriers, providing air transportation, cargo and other transportation related-services to millions of customers around the world. During 2009, the Applicants provided international passenger service to approximately 11 million passengers and Japanese domestic passenger service to approximately 41 million passengers. The Applicants and their affiliates employ approximately 50,000 employees, approximately 92% of which are union-represented pursuant to eight collective bargaining agreements.

6. The Applicants' domestic passenger business is the largest in Japan, operating approximately 930 flights daily from over 60 airports. The Applicants also have a strong international presence, including hubs in London, Beijing, New York, Los Angeles and Hong Kong. The Applicants' international passenger business maintains a network serving 159 cities in 34 countries with approximately 4,000 flights weekly on 258 routes. The Applicants' air freight business also is substantial, having carried approximately 13.948 billion ton-kilometres on international routes and 5.854 billion ton-kilometres on domestic routes in 2009 alone.

7. Although the Applicants' airline scheduled passenger business is their chief source of revenue, the Applicants also derive income from certain ancillary sources, including: (a) transportation of air freight on certain domestic and international routes; and (b) leasing of aircraft and aircraft accessories.

The Canadian Operations

8. The Applicants operate internationally on a consolidated basis and all decision making for the international corporate group, including Canada, is made in Japan. The

Applicants do not have any domestic or stand alone Canadian operations. The Canadian, Japanese and international operations are inextricably linked and fully integrated.

9. The Canadian operations are conducted by JALI from a base office located in Vancouver and from smaller offices located at Vancouver International Airport, Toronto Pearson International Airport and Montréal-Pierre Elliott Trudeau International Airport. JALI operates daily from and to Vancouver International Airport and Tokyo's Narita Airport. JALI transports air freight to and from Vancouver in the bellyhold of their passenger aircraft. No freighter aircraft are flown between Japan and Canada and there are no other flights from airports in Canada. JALI also transports air freight between Toronto Pearson International Airport and Montréal-Pierre Elliott Trudeau International Airport and Tokyo's Narita Airport. Air freight is trucked to and from Toronto and Montreal to/from either Chicago or New York and loaded onto flights in those cities. JALI has 37 employees in Canada, none of whom are unionized.

10. As a result of these operations, the Applicants have numerous creditors, customers, contract counterparties and stakeholders in Canada. The Applicants lease assets in Canada including aircraft, aircraft parts, equipment and real estate from their business partners. JALI has engaged contractors, subcontractors, and professional service firms to perform construction, maintenance, and repairs at its hangar, terminal, and gates at Vancouver International Airport as well as to perform most of the necessary aircraft, engine and other equipment maintenance and repair work. JALI purchases jet fuel from third-party fuel suppliers in Canada each month to operate the aircraft and is party to into-plane fuelling service contracts pursuant to which third

parties refuel the aircraft. Customer amenities in-flight (primarily in-flight meals) are purchased from third party vendors. Third party vendors also provide cabin cleaning services and provide certain safety and security products including hazardous material handling, identification cards, and building security and fire systems. Attached as Exhibit "B" is a summary of PPSA financing statements registered against the Applicants in the provinces of Quebec, British Columbia and Ontario.

11. The value of the Applicants' assets located in Canada is approximately ¥50 million. The 2009 annual revenue for the Applicants' Canadian operations was CDN $60 million. The Applicants maintain operating accounts at the Canadian Imperial Bank of Commerce, Main Branch, 199 Bay Street, Toronto, Ontario, but do not have any lending facilities or other financing arrangements with banks in Canada.

The Applicants' Capital Structure

12. The Applicants' principal capital structure consists of certain secured credit facilities, unsecured bonds, and equity. As of January 19, 2010, the Applicants' total amount of outstanding debt was approximately ¥2,549 billion, or US$28 billion. Attached as Exhibit "C" are the most recent consolidated financial statements for the Applicants.

The Applicants' Secured Debt Obligations

13. The Applicants' secured debt obligations include debt under their principal secured credit facilities, the lenders under which are, among others, Mitsubishi UFJ Financial Group, Inc., Sumitomo Mitsui Financial Group, Inc., and Development Bank of Japan, Inc. ("DBJ"), and are secured by the Applicants' aircraft and aircraft equipment.

Specifically, as of March 31, 2009, the Applicants had approximately ¥696.39 billion (US$7.09 billion) of secured debt outstanding, with varying maturity dates between 2010 to 2023, at a weighted-average interest rate of 1.88%.

The Applicants' Unsecured Bond Obligations

14. In addition to their secured debt, the Applicants have certain tranches of outstanding unsecured bonds.

- **Convertible Bond Issuance.** The Applicants have zero-coupon convertible bond obligations of ¥20.23 billion (US$205.94 million) denominated in euro-yen, due in 2011.[1] The bonds are convertible into shares of common stock of JAC at a conversion price of ¥398.7 per share during the conversion period from April 19, 2004 to March 11, 2011. The conversion price per share decreased from ¥440 as a result of the issuances of 750 million new shares of common stock on July 27, 2006, and August 28, 2006.
- **Japanese Yen-Denominated Bonds.** In addition, the Applicants issued ¥82.00 billion (US$834.78 million) in yen-denominated bonds, with maturity dates ranging between 2008 to 2018, and interest rates ranging from 1.49% to 3.40%.

Equity

15. Before the commencement of the Japan Proceeding, JAC was a publicly traded company listed on the Tokyo Stock Exchange, the Osaka Stock Exchange, and the Nagoya Stock Exchange under the symbol 9205. As of September 30, 2009, JAC had approximately 2.7 billion shares outstanding. JAC also has approximately 614 million shares of preferred stock outstanding. In addition, JAC's American depository receipts ("ADRs") trade over the counter under the symbol JALSY. JAC's depository for its

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[1] The original issuance value of the convertible bonds was ¥100 billion (US$928.20 million). The Applicants' convertible bond holders had the right to exercise early redemption at par value on March 25, 2007. Approximately ¥79.77 billion (US$675.66 million) in bonds were redeemed, leaving approximately ¥20.23 billion (US$205.94 million).

ADRs is the Bank of New York Mellon. As of January 1, 2010, JAC had approximately 546.5 million ADRs outstanding.

The Applicants' Canadian Creditors

16. The Applicants intend to continue making ordinary course payments to their trade creditors and contract counterparties in Canada, including airport authorities, vendors, contractors and trade creditors as described above, in return for their continued supply of goods and services. The Applicants anticipate that these stakeholders will be unaffected by the reorganization proceedings. As described below, the Applicants have obtained support from the Enterprise Turnaround Initiative Corporation of Japan ("ETIC"), a fund established by the Japanese government to help distressed entities and who have provided the Applicants with a post-filing commitment line in the amount of $5 billion.

17. In addition, the Applicants intend to continue to pay all employee related costs including wages, benefits, current pension contributions and other current service obligations under employment arrangements in the ordinary course.

18. In Canada, JALI is a defendant in three proposed class proceedings in the provinces of British Columbia, Ontario and Quebec in connection with an alleged conspiracy to fix the price of international air freight shipping services and one proposed class proceeding in connection with an alleged conspiracy to fix the price of transpacific international long-haul air passenger services in the province of Ontario (collectively, referred to as **"Proposed Class Proceedings"**). None of the Proposed Class Proceedings has been certified. JALI intends to vigorously defend the Proposed Class

Proceedings, all of which are at the preliminary stages. Copies of the Statements of Claim filed in respect of the Proposed Class Proceedings are attached as Exhibits "D", "E", "F" and "G".

Events Giving Rise to the Japan Proceeding

19. Like many airlines with global operations, the Applicants – despite maintaining excellent levels of operating performance, customer service and safety – have struggled to maintain profitability over the years, having undergone multiple out-of-court restructurings. The Applicants' financial difficulties are due to a variety of circumstances. On the revenue side, the Applicants have suffered from low customer demand for air travel for much of the past decade due to a variety of geopolitical and other events beyond the Applicants' control, including: the aftermath of September 11, 2001 and the more recent terrorist attacks around the world; the commencement of the Iraq war and the military activities in Afghanistan; the outbreak of various epidemics including sudden acute respiratory syndrome (SARS) and the H1N1 influenza virus; and the recent global financial crisis, recession, and increased global commodity market volatility that began in mid-2008. These geopolitical and other events affect the Applicants more than other airlines given the Applicants' large international presence and focus on international customers. At the same time, the continued increase of Internet-based ticket sales, price transparency and the resultant downward pressure on ticket prices have further impaired the Applicants' declining revenues.

20. On the cost side, historically, the Applicants have been plagued by high structural and operating costs, including extensive pension and wage liabilities, unprofitable domestic routes, and high aircraft maintenance and fuel costs. The fact that the

Applicants maintain a large international presence requires higher operational costs and makes them more susceptible to certain cost increases, particularly those relating to fuel. With their declining revenues and increased costs, the Applicants have suffered losses for the past several years.

Restructuring Efforts Prior to Commencement of the Japan Proceeding

21. In response to their historical poor financial performance, the Applicants mounted a comprehensive cost-reduction campaign. The Applicants downsized their workforce, instituted salary reductions, reduced certain funds allocated to retirement benefits, and adjusted their fleet and route structure to better match their aircraft with appropriate routes. For example, the Applicants substituted smaller Boeing 777s in place of the jumbo Boeing 747-400s on the Applicants' routes between Tokyo's Narita Airport and New York's John F. Kennedy International Airport and San Francisco's International Airport, as well as between Tokyo's Haneda Airport and Shanghai Airport. In addition, in February 2008, the Applicants began introducing certain Embraer 170 aircraft, a strategic small-scale and more efficient aircraft, on certain of its domestic routes. The Applicants undertook similar downsizing initiatives in their international cargo division. For example, the Applicants decommissioned many of their traditional Boeing 747 freighters in favour of medium-sized Boeing 767 freighters, and also suspended cargo flights on their New York route as of January 2009. The use of smaller more efficient aircraft better complimented the reduced demand for the Applicants' international flights and cargo shipments and improved the Applicants' operating efficiency and profitability.

22. Further, the Applicants attempted to improve their balance sheet and liquidity. In 2001 and 2003, the Applicants applied for and received emergency financing in the

amount of ¥260 billion from DBJ. In addition, as the airline industry began to consolidate, the Applicants followed suit by merging with Japan Air Systems, Japan's third-largest airline, in 2002, to improve operating efficiency through economies of scale. Moreover, to bolster shareholder equity, the Applicants also commenced a public offering of shares in 2006 worth ¥140 billion and a private offering in 2008 worth ¥150 billion.

23. Unfortunately, the Applicants' cost-cutting and liquidity efforts were unable to keep pace with skyrocketing fuel, maintenance, personnel, legacy, and other costs. The Applicants continued to post losses and suffer from low liquidity levels. Ultimately, in the fall of 2009, the Applicants commenced alternative dispute resolution procedures specialized for the turnaround of distressed corporations under the auspices of the Japan Ministry of Justice and the Japan Ministry of Economy, Trade and Industry, pursuant to the Act on Special Measures for Revitalization of Industrial Vitality and Innovation of Industrial Activities. In these alternative dispute resolution procedures, the Applicants were able to discontinue interest payments on their bank debt while they attempted to negotiate an out-of-court restructuring with their lenders. Ultimately, however, the Applicants determined that it would be in their best interests and the interests of all other stakeholders to undertake a court supervised restructuring of their balance sheet and operations.

The Japan Proceeding

24. To undertake a comprehensive court supervised restructuring, the Applicants commenced the Japan Proceeding.

Proceedings Under the Corporate Reorganization Act of Japan

25. Under the JRA, a company commences reorganization proceedings by submitting a written petition with the applicable Japanese District Court. Both the Tokyo and Osaka District Courts have jurisdiction over any corporate restructuring case pursuant to the JRA.

26. Once the Japanese Court has issued the formal commencement order, various restrictions are imposed upon the rights and interests of creditors, lien holders, equity holders and other parties in interest. Specifically, such parties are prohibited from attaching and executing liens against a debtor's assets, resorting to foreclosure and other remedies, and commencing or continuing litigation against a debtor on account of prepetition obligations.

27. The Japanese Court's commencement order, in addition to staying creditors' exercise of actions against a debtor's assets, designates one, or multiple, trustees who assume full responsibility for managing the company through formulation, confirmation and full performance of a corporate reorganization plan. Although the 2003 amendments to the JRA clarified that former directors not otherwise responsible for a debtor's financial distress may be appointed as trustee, the Japanese Court generally will appoint a third party or parties to serve as trustee and administrator of the debtor's assets. Further, under the JRA, a trustee is vested with powers to operate the debtor's business and to administer and dispose of the debtor's property, regardless of location.

28. By the due date which is set within one year of entry of the commencement order and may be extended twice for cause shown, the trustee must formulate and submit a

formal plan of reorganization to the Japanese Court presiding over the restructuring. The plan is then submitted to the debtor's creditors (and stockholders if the debtor's assets exceed its liabilities) for formal approval.

29. The JRA establishes the applicable voting requirements to obtain formal approval of the reorganization plan by the debtor's creditors. Generally, the applicable voting percentages required to approve a plan depend upon the plan's treatment of affected creditors and, in addition, whether the plan proposes a restructuring versus a liquidation of the debtor's businesses. In general, the plan must be approved by the following creditor classes: (a) a majority of the debtor's unsecured creditors by aggregate claim amount; and (b) two-thirds of the debtor's secured creditors by the aggregate claim amount. If the reorganization plan proposes to discharge a part or all of such creditors' secured claims or otherwise, more than three-fourths of approvals from the debtor's secured creditors can be needed for the admission of the plan.

30. Although the JRA provides relatively strict requirements for approval and confirmation of the plan, the restructuring plan generally can compromise the prepetition obligations owing to, among other parties, secured creditors.

31. If the requisite votes in favour of plan approval are not obtained, the Japanese Court must either terminate the reorganization proceedings, or, in the alternative, confirm the plan over dissenting creditors. The JRA contemplates a procedure similar to the U.S. Bankruptcy Code's "cram down" mechanism and the Japanese Court can unilaterally amend the plan in certain circumstances.

32. To the best of my information and belief, the Japan Proceeding is a judicial proceeding under Japanese law dealing with creditors' collective interests relating to the insolvency of the debtors in which the assets, business and financial affairs of the debtors are subject to the control and supervision of the Japanese Court for the purpose of reorganization.

Commencement of the Japan Proceeding

33. On January 19, 2010, the Applicants filed petitions in the Tokyo District Court requesting commencement of the Japan Proceeding. Upon the filing, the Tokyo District Court issued an order commencing the Japan Proceeding (the "**Initial Order**"). A certified copy of the Initial Order is attached hereto as Exhibit "H". In addition, an English translation of the Initial Order is attached hereto as Exhibit "I". The Initial Order became effective when issued. Pursuant to the Initial Order, the Tokyo District Court appointed ETIC and Eiji Katayama (the "**Foreign Representative**") as trustees (collectively, the "**Trustees**") in the Japan Proceeding, with full authority to administer the Applicants' assets and, ultimately, formulate a plan of reorganization.

34. The Foreign Representative is entitled to file this application for recognition of the Japan Proceeding with the approval from the Tokyo District Court. A certified copy of the certificate of the Tokyo District Court as well as an English translation seeking this Court's assistance in facilitating the Applicants' restructuring are attached hereto as Exhibit "J".

35. In the Japan Proceeding, the Trustees obtained approval by the Tokyo District Court to pay and honour outstanding obligations to the Applicants' customers, vendors,

employees and business partners in the ordinary course of business. Consistent therewith, the Trustees intend to honour such obligations, including, without limitation, paying any trade claims as and when such claims come due, and continuing the Applicants' frequent flyer program (i.e., JAL Mileage Bank program) to preserve their customers' mileage points and loyalty awards. To ensure sufficient liquidity to satisfy these obligations, ETIC and the DBJ have committed to provide the Applicants approximately $5 billion of post-filing financing to effectuate the reorganization and to ensure that the Applicants maintain their businesses and safe flight operations without disruption during the pendency of the Japan Proceeding.

36. The restructuring contemplated to be undertaken in the Japan Proceeding will achieve a significant de-leveraging of the Applicants' balance sheets, reducing billions of dollars of debt. The Applicants anticipate that they will emerge from this restructuring process as stronger, more competitive companies and believe that the benefits to be gained from the restructuring process will enable the Applicants to remain a premier global air carrier.

37. However, pending the development and approval of the restructuring plan, the Applicants require the protection for their valuable assets and undertaking in Canada, which include, among other things, aircraft and related component parts. In addition, the Applicants require certain protections to stay the Proposed Class Proceedings that could threaten to disrupt their orderly restructuring in the Japan Proceeding. The Applicants also require the recognition of the Japan Proceeding to ensure smooth operations without disruption. Protection of the Applicants' Canadian assets, a stay of

pending litigation and ensuring no operational disruption will ensure that the Applicants' restructuring in the Japan Proceeding runs smoothly.

Claims Process

38. A claims process has been established in the Japan Proceeding pursuant to the Initial Order. Attached as Exhibits "K" and "L" are the Claims Notices sent to creditors along with the English Translation.

39. Reorganization Claims, etc. (as defined in the Claims Notice) were required to be filed by March 19, 2010. Admission or denial of claims will be made by April 30, 2010 and the period for ordinary investigation of filed reorganization claims runs from May 10, 2010 to May 24, 2010.

40. The Applicants do not intend to run a separate claims process in Canada. The Claims Notice has been sent to all known Canadian creditors, including plaintiff's counsel in each of the Proposed Class Proceedings. In addition, on March 16, e-mails were sent to plaintiff's counsel in each of the Proposed Class Proceedings reminding them of the upcoming claims bar date. Claims have been filed in respect of each of the Proposed Class Proceedings in the Japan Proceeding.

Other Foreign Recognition Proceedings

41. The Japan Proceeding was recognized as a 'foreign main proceeding': (a) in the United States by the United States Bankruptcy Court, Southern District of New York pursuant to Chapter 15 of the U.S. Bankruptcy Code on February 17, 2010 (a copy of that Order issued in the U.S. is attached hereto as Exhibit "M"); and (b) in the United Kingdom by the High Court of Justice, Chancery Division Companies' Court pursuant to

Article 15 of Chapter III of Schedule I of The Cross Border Insolvency Regulations 2006 on February 10, 2010 (copies of the Orders issued in the UK are attached hereto as Exhibit "N").

42. The Courts in each of these proceedings found that Japan is the centre of main interest for the Applicants.

Relief Requested

43. As described above, the Canadian operations of the Applicants are inextricably linked with the Applicants' global business and the Applicants operate internationally as a consolidated business. The centre of main interest for the Applicants is Japan and, as a result, the Applicants have commenced the Japan Proceeding to allow the restructuring to be principally administered by the Japanese Court. As the Applicants also have assets and creditors in Canada, the Applicants seek an order pursuant to Part IV of the CCAA to recognize the Japan Proceeding as a foreign main proceeding, to coordinate the Japan Proceeding with proceedings in Canada and to appoint a Canadian court officer to address inquiries. An order under Part IV of the CCAA will give the Applicants the ability to implement their restructuring plan within an orderly process which will benefit the Applicants' creditors, customers, suppliers, employees and other stakeholders.

Information Officer

44. Deloitte & Touche Inc. has consented to act as information officer (the "**Information Officer**") and will assist the Applicants in this process by acting as a

liaison between myself, the Applicants and this Court and providing information to the Applicants' stakeholders.

45. It is anticipated that there will be inquiries and information requests from Canadian stakeholders during the course of these proceedings. As such, it is proposed that a notice be placed in *The Globe and Mail* notifying Canadian parties of these proceedings and directing them to the Information Officer to obtain information in respect of the proceedings in Canada.

SWORN BEFORE ME at the City of Tokyo, Japan, on this 12th day of April, 2010.

Notary ~~Public~~

ICHIRO SHINJO

EIJI KATAYAMA

NOTARIAL CERTIFICATE

This is to certify that Eiji Katayama, Attorney-at-law, has affixed signature in my very presence to the attached document.

Dated this 12th day of April, 2010

Notary : ICHIRO SHINJO
2-6, Ginza 2-chome Chuo-ku, Tokyo, Japan
Tokyo Legal Affairs Bureau

登簿第 740 号

この 宣 誓 書 の署名者 弁護士 片 山 英 二 は、
本職の面前でこの署名をした。よってこれを認証する。
平成 22 年 4 月 12 日本職役場において
東京都中央区銀座2丁目2番6号
東京法務局所属
公証人

This is Exhibit "E" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Notary

HIROMICHI MATSUMOTO

Article 83 of the Japanese Corporate Reorganization Act

Section 1

Promptly after the commencement of the reorganization proceeding, the Trustee shall evaluate the value of all the assets that belong to the Debtor.

Section 2

The evaluation provided in the last section shall be done by the real market value.

Section 3

After the completion of the evaluation provided in the first section herein, the Trustee shall immediately prepare a balance sheet and list of assets and submit them to the Court.

This is Exhibit "F" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Hiromichi Matsumoto

Notary

HIROMICHI MATSUMOTO

Court File No: CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. c-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

Applicants

APPLICATION UNDER PART IV OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36 AS AMENDED

SECOND REPORT OF THE INFORMATION OFFICER
DELOITTE AND TOUCHE INC.
SEPTEMBER 24, 2010

Fasken Martineau DuMoulin LLP
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Patent and Trade-mark Agents
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Solicitors for the Information Officer,
Deloitte and Touche Inc.

Court File No. CV-10-8692-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION,
JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

APPLICATION UNDER SECTION IV OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. c-36, AS AMENDED

SECOND REPORT OF THE INFORMATION OFFICER

DELOITTE & TOUCHE INC.

September 24, 2010

INTRODUCTION AND OVERVIEW

1. On January 19, 2010, Japan Airlines Corporation, including wholly owned subsidiaries Japan Airlines International Co., Ltd. ("JALI") and JAL Capital Co., Ltd. (collectively, "JAL" or the "Company"), commenced restructuring proceedings under the Corporate Reorganization Act of Japan (*Kaisha Kosei Ho*) (the "JRA") before the Tokyo District Court, Civil Department No. 8 ("Japan Proceeding").

2. Pursuant to the commencement of proceedings under the JRA, the Tokyo District Court (the "Japanese Court") appointed the Enterprise Turnaround Initiative Corporation of Japan ("ETIC"), a fund established by the Japanese government to help distressed entities, and Eiji Katayama, as trustees (collectively, the "Trustees") in the Japan

Proceeding, with full authority to administer JAL's assets and, ultimately, formulate a plan of reorganization.

3. On January 19, 2010, Eiji Katayama (the "Foreign Representative") sought certain protections in the United States pursuant to Chapter 15 of Title 11 of the United States Bankruptcy Code ("Bankruptcy Code"). On February 17, 2010, the U.S. Bankruptcy Court granted a recognition order recognizing the Foreign Representative and the Japan Proceeding as a foreign main proceeding pursuant to Chapter 15 of the Bankruptcy Code ("Chapter 15 Proceedings").

4. On April 30, 2010, the Foreign Representative brought an application (the "CCAA Proceeding") before the Canadian Court pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), and obtained an order (the "Canadian Recognition Order"), which among other things: (i) recognized the Japan Proceeding as a "foreign main proceeding"; (ii) granted a stay of proceedings in Canada against the Company; and (iii) appointed Deloitte & Touche Inc. ("Deloitte") as Information Officer. A copy of the Canadian Recognition Order is attached as Exhibit "A".

5. The Canadian Recognition Order requires that the Information Officer report to the Court at such times and intervals as it deems appropriate and, in any event, at least once every three months. This report is filed pursuant to the requirements of the Canadian Recognition Order. The First Report of the Information Officer dated July 30, 2010 (the "First Report") is attached as Exhibit "B".

PURPOSE

6. The purpose of this Second Report of the Information Officer (the "Second Report") is to provide the Canadian Court with information concerning the following:
   - overview of JAL's Reorganization Plan (the "Reorganization Plan") submitted in the Japanese Proceeding;
   - overview of the voting deadlines approved by the Japanese Court;

- overview of the report by the Compliance Investigation Committee;
- update on JAL's restructuring initiatives to date;
- update on foreign proceedings, including in Canada; and
- the activities of the Information Officer.

TERMS OF REFERENCE

7. In preparing this report, Deloitte has relied upon unaudited financial information, the Company's books and records, and financial information prepared by the Company and its advisors, including the Trustees. In addition, Deloitte has reviewed publicly available information filed in the Japan Proceeding and this CCAA proceeding. Deloitte has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information and, accordingly, Deloitte expresses no opinion or other form of assurance on the information contained in this report.

8. Deloitte has relied upon English translations of the Reorganization Plan and other documents in the Japanese Proceedings made available by the Trustees and/or JAL management. Attached as Exhibit "C" is a copy of the English translation of the Reorganization Plan, which was produced for reference only. Please note that the English translation is broken down into ten (10) chapters, starting with Chapter 3 to Chapter 12.

9. Attached as Exhibit "D" is a copy of the Trustees' press release which provides a summary and further insight in regards to JAL's Reorganization Plan and, specifically, the proposed changes in JAL's business operations which are set out in Chapters 1 and 2 of the Reorganization Plan. The Information Officer is satisfied that the press release in Exhibit "D" is sufficient for purposes of reporting and will advise the Court if any material issues arise if and when an English translation of Chapters 1 and 2 of the Reorganization Plan are provided.

10. Certain of the information referred to in this report may consist of or include forecasts and/or projections. An examination or review of financial forecasts and projections, as

outlined in the Canadian Institute of Chartered Accountants Handbook, has not been performed. Readers are cautioned that, since projections are based upon assumptions about future events and conditions that are not ascertainable, actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

11. Deloitte has requested that JAL bring to its attention any significant matters that were not addressed in the course of its specific inquiries. Accordingly, this report is based solely on the information (financial or otherwise) made available to Deloitte.

12. All references to dollars in this report are in Canadian currency unless otherwise noted.

JAL'S REORGANIZATION PLAN

13. On August 31, 2010, JAL submitted a Reorganization Plan to the Japanese Court. On the same day, ETIC decided to implement an equity investment of ¥350 billion in exchange for 175,000,000 new shares of JALI, subject to the Tokyo District Court's approval to the Reorganization Plan. Please see the press release at http://www.etic-j.co.jp/pdf/100831newsrelease-e.pdf. From a review of the material provided by the Trustees, the Reorganization Plan submitted by JAL has three principle focuses: (i) restructuring of JAL's corporate structure; (ii) treatment of JAL's Reorganization Claims and voting process; and (iii) restructuring of the JAL business operations.

Restructuring of JAL's Corporate Structure

14. As detailed in Exhibit "C", JAL's Reorganization Plan outlines that there will be the merger of three (3) debtor companies and two (2) subsidiaries into an existing core business entity for the JAL Group. JALI will change its name to Japan Airlines Co., Ltd. and will be the continuing entity. The debtor companies and subsidiaries to be merged with JALI are as follows:

    - Japan Airlines Corporation – Holding company for the JAL Group (a debtor company in these proceedings).
    - JALways Co., Ltd. – International aviation subsidiary for the JAL Group.

- JAL LIVRE Co., Ltd. – Subsidiary handling the accounting divisions of the JAL Group.
- JAL Capital Co., Ltd – Subsidiary that handled the financial divisions of the JAL Group (a debtor company in these proceedings).

15. The Reorganization Plan outlines the following efficiencies, as summarized by the Information Officer, that will be obtained with the proposed merger and continuation of JALI:
    - The current legal structure of multiple debtor companies and subsidiaries has resulted in each company/subsidiary having their own set of assets and debts which has resulted in an enormous number of internal and overlapping claims;
    - These companies and subsidiaries all share common names such as Japan Airlines or JAL, and the creation of JALI will provide for a consistent corporate structure to support proper capital and organizational structure;
    - These companies and subsidiaries are already controlled and directed by officers and employees of JALI;
    - Historically, these companies and subsidiaries have relied upon JALI to obtain financing from financial institutions; and
    - For purposes of dealing with Reorganization Claims, the treatment of these companies and subsidiaries on a consolidated basis as a single entity should bring about the fairest and most equitable result for interested parties.

16. Coincident with the merger of the companies and subsidiaries, all internal claims and obligations among the three debtor companies will be extinguished.

17. Upon the merger of the companies and subsidiaries, JALI will acquire all outstanding shares gratis and will cancel all such shares. Following completion of the share cancellation, JALI will receive an equity investment in the amount of ¥350 billion from ETIC in exchange for 175,000,000 new shares of JALI representing 100% of the new shares issued. JALI will then merge the subsidiaries.

18. The above mergers of the JAL companies and the equity investment by ETIC will be subject to and will occur following approval and confirmation of the Reorganization Plan by the Japanese Court.

JAL's Reorganization Claims and Voting Process

19. The Reorganization Plan includes a distribution scheme for a variety of secured, preferred and unsecured liabilities. Only those liabilities and claims listed in the Schedules to the Reorganization Plan ("Claims") will be subject to the distribution scheme. As outlined in Exhibit "C", the amount and timing of such payment a creditor may receive will be based on the type of Claim(s) and whether such Claim(s) are overlapping Claims, or Claims against more than one legal entity. For purposes of voting, the Information Officer understands that the creditors will be divided into two distinct classes, the holders of secured Claims and the holders of unsecured Claims. The voting period for voting in respect of Claims, which is by written ballot, is from September 10, 2010 to November 19, 2010.

20. The Information Officer is not aware of any Canadian secured or preferred creditors, and, as detailed in the First Report, all unsecured trade creditors in Canada are unaffected and are being paid in ordinary course.

21. The Information Officer is not aware of any Canadian employees being adversely impacted by the Reorganization Plan. As part of JAL's restructuring efforts, there may be certain Canadian employees who may be offered an early retirement program as part of JAL's plan to reduce its global employee base. We have been advised by JAL that none of the employment, pensions or benefits of existing or former Canadian employees will be affected.

22. Included in the Reorganization Plan are details associated with the rights of the Trustees to execute a sale and purchase agreement for any assets slated for disposal. The Trustees must seek Court approval of such dispositions by March 10, 2011. The Information

Officer is not aware of, nor has JAL advised the Information Officer of, any Canadian assets that have been identified for disposal.

23. All known Canadian creditors were provided with notice of the claims process in the Japan Proceeding and that claims process is now completed. There will be no separate claims process in the CCAA Proceeding.

24. The Information Officer has been advised that no Canadian trade creditors have filed claims or have submitted a vote in the Japan Proceeding as at the date of this report. Claims were filed in the Japan Proceeding by the Plaintiffs in the Canadian class actions (described in more detail in the First Report). These claims were denied by the Trustees. The Plaintiffs in the Canadian Cargo Proceeding (as defined below) withdrew the claims they filed in the Japan Proceeding after execution of the Canadian Cargo Settlement. The Plaintiffs in the Canadian Passenger Proceeding (as defined below) did not respond to the Trustees' denial of their claim.

Finally, JAL has advised that there are no Canadian claims, assets or other property listed in the Schedules.

Restructuring of JAL's Business Operations

25. As summarized in Exhibit "D", JAL's focus on reducing the fixed cost structure of its business and a focus on improving profitability and being cost competitive has resulted in the following key operational restructuring initiatives as part of JAL's Reorganization Plan:

(i) Reduction in the number of aircraft and model types – A total of 103 aircraft will be retired. For all international routes, the number of aircraft models flying will be reduced from seven to four.

(ii) Utilization of smaller aircraft – With the reduction of larger aircraft, JAL will proceed with the deployment of more efficient smaller jets as part of its regional and international route strategy.

(iii) Optimization of route networks – Emphasis will be placed on utilizing smaller jets more frequently in the domestic market along with an emphasis on focusing on key European and U.S. cities associated with customer demand and strategic alliances.

(iv) Air Transport Business – Management will focus on improving the efficiency and profitability of the cargo and mail business by replacing the existing cargo-only freighters currently used on the cargo service with passenger plane cargo compartments.

(v) Overhead cost reduction – The Reorganization Plan will focus on efforts to reduce office space, terminal space and vacating certain premises no longer required. Furthermore, through early retirement by employees and the sale of certain subsidiaries, JAL plans to reduce their overall headcount by approximately 16,000 people, although, at this time, no terminations are planned in Canada.

26. For a complete summary of the proposed restructuring of JAL's business operations, please refer to Exhibit "D". From the material and correspondence reviewed by the Information Officer and as confirmed by JAL, it is expected that there will be no material impact on JAL's Canadian operations as a result of the restructuring initiatives noted above.

REPORT BY THE COMPLIANCE INVESTIGATION COMMITTEE

27. On March 2, 2010, the Trustees established the Compliance Investigation Committee (the "Committee") to investigate the reasons that JAL became insolvent, review material past compliance problems, other managerial problems and whether there is liability for past acts under any laws including Japanese securities laws.

28. On August 26, 2010, the Committee issued a report on its investigation (the "Report"). The Committee identified various organizational and corporate problems; however, the Committee came to the conclusion that, while there were issues in managerial/executive

judgment and corporate governance in respect of JAL, it would be difficult to find former managers or executives legally liable under criminal or civil laws of Japan. The Trustees have determined that, in light of the Report, there are no grounds to demand compensatory damages from the former managers and executives. Included in Exhibit "E" is a one-page English translation of the Report.

UPDATE ON CANADIAN AND OTHER FOREIGN PROCEEDINGS

Canada

Financial Matters

29. The Information Officer has requested and received confirmation from JAL that the Canadian trade creditor are, in fact, continuing to be paid in the ordinary course since commencement of the Japan Proceeding and CCAA Proceeding, as well as, the date of the First Report.

30. As included as Appendix "A" to the First Report, the Information Officer received a cash flow statement from JAL showing projected cash flow to the end of December 2010. The Information Officer was not involved in the preparation of this cash flow statement. The cash flow statement provided reflects that the Canadian JAL operations will have sufficient cash inflows to fund their required cash outflows through December 2010. The Information Officer was advised by JAL that there are no material changes to the cash flow previously provided in the First Report and that JAL continues to have sufficient liquidity for its operations in Canada.

Proposed Class Proceedings

31. As discussed in the First Report, there are two categories of proposed class proceedings that have been commenced against JAL and other airlines in Canada: one in Ontario in connection with an alleged conspiracy to fix the price of transpacific international long-haul air passenger services (the "Canadian Passenger Proceeding") and three (one in each of Ontario, Quebec and British Columbia) in connection with an alleged conspiracy to fix the price of international air freight shipping services (the "Canadian Cargo

Proceedings"). Similar or related proceedings were also commenced against JAL and other airlines in the United States (the "U.S. Cargo Proceeding") and Australia.

32. The Information Officer has been advised that since the date of the First Report there is no additional information to report on as it relates to the Passenger Proceedings.

33. In the First Report, the Information Officer advised the Court that JAL and the Plaintiffs executed a settlement agreement in the Canadian Cargo Proceedings as at July 8, 2010 (the "Canadian Cargo Settlement"). JAL sought and obtained permission from the Japanese Court to execute the Canadian Cargo Settlement.

34. The Information Officer is informed that there will be two motions in the Canadian Cargo Proceedings concerning the Canadian Cargo Settlement; first, a motion for approval of the notice of settlement and settlement approval hearing (the "Notice Motion") and, second, a motion for approval of the Canadian Cargo Settlement and for authorization to implement the Canadian Cargo Settlement (the "Approval Motion"). The Notice and Approval Motions are being coordinated with similar motions being brought in the United States in connection with the settlement by JAL of the U.S. Cargo Proceeding. The motion materials in respect of the Notice of Motion have now been served by the Plaintiffs in the Canadian Cargo Proceedings and filed with the CCAA Court. While a date has not yet been set for the hearing, it is expected that the Notice of Motion will be heard by the CCAA Court in October 2010.

35. A joint notice program is being proposed for the Canadian Cargo Settlement and the U.S. Cargo Settlement (as defined below). The ability to coordinate the notices will keep the Canadian notice costs to a minimum resulting in more recovery to the Plaintiffs. The proposed method of dissemination of the Canadian Notice of Hearing and Joint Canada/U.S. Notice is set out in Exhibit "F" hereto. As detailed in Exhibit "F", the Information Officer will also post a copy of the Canadian Notice of Hearing on its website.

United States

36. As discussed in the First Report, the Information Officer is also aware that JAL has reached a settlement agreement in the U.S. Cargo Proceedings ("U.S. Cargo Settlement"). JAL also sought and obtained permission from the Japanese Court to execute the U.S. Cargo Settlement.

37. On July 20, 2010, the U.S. Cargo Plaintiffs filed a motion for preliminary approval of the U.S. Cargo Settlement and for approval of the notice of settlement and settlement approval hearing. This motion was granted by the U.S. Court on September 8, 2010.

United Kingdom

38. The Information Officer is not aware of any material updates in regard to JAL's proceedings in the U.K.

Australia

39. The Information Officer is not aware of any material updates in regards to JAL's proceedings in Australia.

ACTIVITIES OF THE INFORMATION OFFICER

40. Since the date of the Recognition Order, the Information Officer's activities have included:

- Reviewing the press releases and corresponding material associated with JAL's Reorganization Plan and communicating with its counsel, Fasken Martineau DuMoulin LLP ("Fasken"), regarding same;
- Reviewing the motion material, affidavits and supporting material associated with the Canadian Cargo Settlement;
- Posting a copy of the Court-filed documents in this CCAA Proceeding to the Information Officer's website at http://www.deloitte.com/ca/japan-airlines;
- Daily review and monitoring of the materials filed in the Japan Proceeding and other global proceedings and communicating with Fasken regarding same;

- Various discussions and correspondence with Davies Ward Phillips & Vineberg LLP , Canadian counsel to JAL; and,
- Preparing this Second Report and communicating with Fasken regarding same.

ALL OF WHICH IS RESPECTFULLY SUBMITTED at Toronto, Ontario this 24th day of September, 2010.

DELOITTE & TOUCHE INC.
In its capacity as Information Officer of
Japan Airlines Corporation, Japan Airlines
International Co., Ltd., and JAL Capital Co., Ltd.

Per: _____
Paul van Eyk

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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. c-36, AS MENDED AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO.,LTD., AND JAL CAPITAL CO., LTD.

APPLICATION UNDER PART IV OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36 AS AMENDED

CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceedings commenced at
Toronto, ON

SECOND REPORT OF THE
INFORMATION OFFICER
DELOITTE AND TOUCHE INC.

FASKEN MARTINEAU DuMOULIN LLP
333 Bay Street – Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Stuart Brotman (LSUC No. 43430D)
Tel: (416) 868-3538
Fax: (416) 364-7813

Solicitors for the Information Officer,
Deloitte and Touche Inc.

This is Exhibit "G" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Hiromichi Matsumoto

Notary

HIROMICHI MATSUMOTO

[Translation for Reference Purpose Only]

January 27, 2010

To Creditors,

Debtors: Japan Airlines Corporation
Japan Airlines International Co., Ltd.
JAL Capital Co., Ltd.
Trustee for the Debtors:
Eiji Katayama

Request upon Filing Reorganization Claims

Upon your filing reorganization claims, we request your understanding and cooperation on the following matters, for a smooth and swift examination of your claims and our preparation of the reorganization plan.

1. The due date for filing Reorganization Claims, etc. is set for March 19, 2010.
   After such due date, your filing may not be accepted, so to avoid any risks please make your filings as soon as you possibly can.

2. There are a significant number of creditors in this case, and if many filings concentrate near the due date specified above, we may need to make admissions and denials without having enough time to closely examine and make inquiries to clarify any doubts on your claims. To avoid such situation, please make your filings as soon as you possibly can.

End

If you have any questions on this request, please contact the following address:

The Trustee Room of Japan Airlines Corporation, et al.
Address: 2-4-11, Higashi-shinagawa, Shinagawa-ku, Tokyo 140-8605 Japan
Tel: +81-3-5460-6747
Fax: +81-3-5460-6746

平成２２年１月２７日

更生債権（担保権）者　各位

更生会社　株式会社日本航空
株式会社日本航空インターナショナル
株式会社ジャルキャピタル

上記３社管財人　片　山　　英　二

更生債権等届出書の提出に関するお願い

拝啓

時下ますますご清栄のこととお慶び申し上げます。

この度、更生債権(担保権)届出書をご提出いただくにあたり、当職が債権調査事務を迅速に遂行するため、下記の諸点につき、何卒ご理解とご協力を賜りますようお願いいたします。

ご多忙の折、勝手なお願いで誠に恐縮ではありますが、速やかな更生計画案作成のため、ご高配賜りますよう重ねてお願い申し上げます。

敬具

記

1　更生債権等の届出期限は平成２２年３月１９日と定められております。

上記届出期限経過後の届出は，却下される可能性がありますので，可能な限り早期にご提出くださいますようお願いします。

2　本件には非常に多くの債権者の方がおられますので、提出期限間際にご提出が集中すると内容の確認等のためのお問い合わせなどに必ずしも十分な時間が取れないまま認否させていただかざるを得なくなるような事態も生じかねません。そのような事態を避けるためにも、是非、早めのご提出をお願いします。

本書面に関するお問い合わせ先
住　　所　〒１４０－８６０５　東京都品川区東品川二丁目４番１１号
更生会社　株式会社日本航空外２社　管財人室
電話番号　０３－５４６０－６７４７
ＦＡＸ　０３－５４６０－６７４６

IMPORTANT

Notes for English Translations

All English translations are prepared by the Debtor and enclosed herein for reference purpose only.

The Debtor does not certify nor guarantee the accuracy of the translations. Please refer to the original Japanese texts, if necessary.

English Claim Form is merely a translation of a sample of the original Japanese Claim Form. When you file your claim with the Tokyo District Court, **you must fill in the original Japanese Claim Form** either in Japanese or in English.

You may sign instead of fixing your seal, if you do not have your seal.

重要

英訳についての注意事項

全ての英訳は、参考のみのために、更生会社により作成され、同封されています。

更生会社は、英訳の正確性を保証しません。必要がある場合には、日本語の原文を参照してください。

英語の債権届出書は、単に、日本語の債権届出書原本のサンプルを翻訳したものです。東京地方裁判所に債権届出をする際には、日本語の債権届出書原本に日本語または英語のいずれかで記入しなければなりません。

印かんを持っていない場合には、押印の代わりに、サインをすることができます。

[Translation]

Case No.: 2010 (*mi*) 1 Corporate Reorganization Case
Debtor: Japan Airlines Corporation
(2-4-11, Higashi-shinagawa, Shinagawa-ku, Tokyo)
Case No.: 2010 (*mi*) 2 Corporate Reorganization Case
Debtor: Japan Airlines International Co., Ltd.
(2-4-11, Higashi-shinagawa, Shinagawa-ku, Tokyo)
Case No.: 2010 (*mi*) 3 Corporate Reorganization Case
Debtor: JAL Capital Co., Ltd.
(2-4-11, Higashi-shinagawa, Shinagawa-ku, Tokyo)

January 25, 2010

Dear Creditors,

The Tokyo District Court, Civil 8th Division
Court Clerk Kenichiro Teshima
Court Clerk Akira Ishii

Notice

Notice required under the Japanese Corporate Reorganization Act (the "Act") Section 43(3) and Section 85(4) is hereby given regarding the above-mentioned cases.
The Tokyo District Court has commenced the Corporate Reorganization proceedings under the Act at 5:30 p.m. on January 19, 2010.

1. The decision of the commencement of Corporate Reorganization proceedings
   The court commences the Corporate Reorganization proceedings for the 3 Debtors above.
2. Name of Trustees
   The Enterprise Turnaround Initiative Corporation, and
   Eiji Katayama, attorney-at-law
3. Period for filing Reorganization Claims, etc.
   Until March 19, 2010

[Translation]

4. Period for the ordinary investigation of filed Reorganization Claims etc.
   From May 10, 2010 to May 24, 2010
5. Period for which creditors and shareholders may submit a written opinion on the appointment of the Trustee
   Until February 19, 2010
6. Any person who possesses any asset of the Debtors shall not provide it to the Debtors (i.e. its former representative director), but shall provide it to the Trustee or a person or entity designated by the Trustee.
7. Any person who owes the Debtors any debt shall not repay it to the Debtors (i.e. its former representative director), but shall repay it to the Trustee or a person or entity designated by the Trustee.

— End

(Note)

1 Filing of a Reorganization Claim '(*kosei-saiken*)' and a Secured Reorganization Claim (*kosei-tanpoken*)'

(1) In Corporate Reorganization proceedings, a claim that arose based on a cause that occurred before the commencement of the Corporate Reorganization proceedings (at 5:30 pm on January 19, 2010) is called a **'Reorganization Claim (*kosei-saiken*)'**, and a secured claim that is secured, at the time of the commencement of the Corporate Reorganization proceedings, by a special statutory lien (*tokubetsu-no-sakidoritokken*), pledge (*shichi-ken*), mortgage (*teito-ken*) or right of retention under provisions of commercial law or corporate law (*ryuchi-ken*), to the extent secured by such securities, is called a **'Secured Reorganization Claim (*kosei-tanpoken*)'**. A Reorganization Claim (*kosei-saiken*) and a Secured Reorganization Claim (*kosei-tanpoken*) are collectively called **'Reorganization Claims, etc'**.

(2) Creditors having a Reorganization Claim (*kosei-saiken*) are required to file their Reorganization Claim, and creditors having a Secured Reorganization Claim (*kosei-tanpoken*) are required to file their Secured Reorganization Claim, with the Corporate Reorganization Section of the Tokyo District Court Civil 8th Division. Please read carefully the 'Notes on Filing Reorganization Claim' and the 'Notes on Filing Secured Reorganization Claim' attached hereto, and fill in the forms correctly.

(3) Please be aware that if the filing Reorganization Claims, etc. are not completed by the due date specified above (March 19, 2010), you may lose your rights to receive payment through the Corporate Reorganization proceedings.

2 Opinion on the appointment of the Trustee

(1) The creditors and shareholders may submit a written opinion on the appointment of the Trustee by the due

【Translation】

date specified above (until February 19, 2010).

(2) A written opinion on the appointment of the Trustee must be sent to the following address:

Debtors: Japan Airlines Corporation, et al.

The Tokyo District Court, Civil 8th Division

1-1-2 Kasumigaseki, Chiyoda-ku, Tokyo 100-8920, Japan

If you have any questions, please contact the following contact addresses:

The Trustees' Office of Japan Airlines Corporation, et al.

Address: 2-4-11, Higashi-shinagawa, Shinagawa-ku, Tokyo 140-8605 Japan

Tel: +81-3-5460-6747

Fax: +81-3-5460-6746

(Please refrain from making inquiries directly to the Court)

事件番号　平成２２年（ミ）第１号　会社更生事件
更生会社　株式会社日本航空
（東京都品川区東品川二丁目４番１１号）
事件番号　平成２２年（ミ）第２号　会社更生事件
更生会社　株式会社日本航空インターナショナル
（東京都品川区東品川二丁目４番１１号）
事件番号　平成２２年（ミ）第３号　会社更生事件
更生会社　株式会社ジャルキャピタル
（東京都品川区東品川二丁目４番１１号）

平成２２年１月２５日

債　権　者　各位

東京地方裁判所民事第８部
裁判所書記官　手　嶋　健一郎
同　石　井　晃

通　知　書

頭書事件について，当裁判所は，平成２２年１月１９日午後５時３０分，会社更生法による更生手続を開始しましたので，同法４３条３項，８５条４項の規定により通知します。

記

1　更生手続開始の決定の主文
上記３社について更生手続を開始する。
2　管財人の氏名
株式会社企業再生支援機構
片　山　英　二
3　更生債権等の届出をすべき期間
平成２２年３月１９日まで
4　更生債権等の調査をするための期間
平成２２年５月１０日から平成２２年５月２４日まで
5　更生会社，更生債権者等，株主，労働組合等が，管財人の選任について書面により意見を述べることができる期間
平成２２年２月１９日まで
6　更生会社の財産の所持者は，その財産を更生会社（従前の代表取締役）に交付してはならない。その財産の交付は，管財人又は管財人の指定する者に対してするものとする。
7　更生会社に対して債務を負担する者は，その債務を更生会社（従前の代表取締役）に弁済してはならない。その債務の弁済は，管財人又はその指定する者に対してするものとする。

以　上

（注意）

1　更生債権・更生担保権の届出について

（1）会社更生手続では，更生手続開始（平成２２年１月１９日午後５時３０分）前の原因に基づいて生じた財産上の請求権を「更生債権」といい，更生手続開始当時更生会社の財産につき存する特別の先取特権，質権，抵当権，商法又は会社法の規定による留置権の被担保債権であって，当該担保権によって担保された範囲のものを「更生担保権」といいます。また，更生債権と更生担保権を総称して更生債権等といいます。

（2）更生債権者は更生債権届出書を，更生担保権者は更生担保権届出書を東京地方裁判所民事第８部会社更生係へ提出して債権の届出をしてください。届出に際しては，別紙「更生債権届出についての注意」，「更生担保権届出についての注意」，「租税等の請求権届出についての注意」をよくお読みいただき，不備のないようにしてください。

（3）届出期間内（平成２２年３月１９日まで必着）に届出をしない場合，権利を失い弁済を受けられないおそれがありますので，十分ご注意ください。

2　管財人の選任に関する意見について

（1）更生会社，更生債権者等，株主等は，平成２２年２月１９日までに，管財人の選任について書面により意見を述べることができます。

（2）管財人の選任についての意見を記載した書面の提出先は，「〒100-8920　東京都千代田区霞が関１丁目１番２号　東京地方裁判所民事第８部　更生会社株式会社日本航空外２社係」です。

ご不明な点がありましたら，下記の「お問い合わせ先」までお問い合わせください。

お問い合わせ先

更生会社　株式会社日本航空外２社　管財人室

住　　所　〒１４０－８６０５　東京都品川区東品川二丁目４番１１号

電話番号　０３－５４６０－６７４７

ＦＡＸ　０３－５４６０－６７４６

（裁判所への直接のお問い合わせはできるだけご遠慮くださるようお願い申し上げます。）

平成22年(ミ)第2号
東京都品川区東品川二丁目4番11号
更生会社　株式会社日本航空インターナショナル

番号	

更生債権届出書(法138条1項)

作成日　平成　年　月　日

住　所

ふりがな
氏名(商号)

ふりがな
(代表者名)　　印

TEL　　FAX

(担当者　　内線　　)

郵便物等受取場所(上記住所と異なる場合にのみ記載してください。)

(代理人による届出の場合)
代理人住所

氏名　　印

TEL　　FAX

東京地方裁判所民事第8部　御中

債権額	金　　円
議決権の額	同上(ただし，136条2項及び3項に該当する部分は除く。)
執行力ある債務名義又は終局判決があるときは，その対象となる債権等	□ 別紙のとおり
更生債権に関し更生手続開始当時係属する訴訟があるときは，その対象となる債権等	裁判所　支部 平成　年(　)第　号 事件名 原告　被告 対象となる債権 □ 別紙のとおり

債権の内容及び原因

(別紙)

注　債権届出書に合綴(左とじ)のうえ，契印してください。
　　本書に書ききれない場合は，適宜，別の用紙に書き足して合綴してください。

[Translation]

Note on Filing Reorganization Claim (*kosei-saiken-todokede-nitsuiteno-chui*)

(subsection 1 of section 138 of the Act)

1 **Strictly keep the due date to file (the Claim Forms must reach us no later than 19th of March 2010). If the Claim Forms do not reach us by the due date, the claimants may lose the right to claim. Immediate claiming is appreciated so that the Trustee can proceed with investigation at his earliest convenience.**

2 In corporate reorganization proceedings, 'an enforceable and propriety claim based upon a cause occurred before the commencement of the reorganization proceedings (at PM5:30 on 19th of January 2010 in Japan Tokyo time) or right to claim interest that is borne after the commencement of the reorganization proceedings, and that is not Secured Reorganization Claim (*kosei-tanpoken*) nor Common Claim (*kyoeki-saiken*)', is called Reorganization Claim (*kosei-saiken*) (subsection 8 of section 2 of the Act).

3 Claim Form of Reorganization Claim (*kosei-saiken-todokedesho*)

(1) Fix claimant's seal after claimant's name (if corporation, name of the representative person) . Fix seal on miswritings corrected. Please write claimant's telephone and facsimile number in case we need to make contact with for any correction of the Claim Form.

(2) Write the total amount of Reorganization Claim (*kosei-saiken*) in the column of 'Claim Amount'. If the claiming amount is in foreign currency, do not convert it into Japanese yen and write in the currency. Details of Reorganization Claim must be written either in the column of 'Details and cause of Claim' or in additional papers (any paper available) if you run out of space. Claims not in currency value might be rejected.

(3) Voting right based on foreign currency value will be converted into voting right based on Japanese yen value that is calculated at the exchange rate as at the judgment date of commencement of the reorganization proceedings. Any fixed interest or loss accrued up until the day before the judgment date of commencement of reorganization proceedings (18th of January 2010) may be included into 'Claim Amount' and 'voting right value', whilst any interest or loss accruing after the commencement of the reorganization proceedings shall not be included into 'voting right value' (subsection 2 of section 136 of the Act). If claiming interest or loss accrued after the commencement of the reorganization proceedings, explain in the column of 'Details and cause of Claim' (e.g. unfixed interest of x % per annum of the sum Y in Japanese yen from the date of the commencement of the reorganization proceedings) and write as 'unfixed amount' in the column of 'Claim Amount' in the claim form.

(4) Write currency value and cause for each type of Reorganization Claim (*kosei-saiken*) (e.g. account receivable, loan, guarantee bond, guarantee deposit etc).

[Translation]

'Details and cause of Claim'

Sample 1

Type of claim	Currency Value	Details and cause of Claim
Account Receivable	JY 2,000	Sale price of product A delivered to xxx branch between X/X/2009 and X/X/2009.
Contract Work Account Receivable	JY 10,000	Contractual sum for manufacturing product B ordered between X/X/2009 and X/X/2009

Sample 2

Account Receivable based on the following bill (cheque)

Bill Number	Date issued	Drawer	Currency Value	Due Date	Payee	Place to pay	Comment
AB10000	H20.1.21	JAL Build.	JY 1,500	30 April 2010	Sky Ltd	Sun Bank Tokyo Branch	
CD20000	H20.2.21	JAL Build.	JY 3,000	30 May 2010	Sky Ltd	Sun Bank Tokyo Branch	

(5) Attach copies (not original)of both sides of the bill/cheque. You are not requested to attach any document to prove the claim (e.g. contract, invoice, delivery form etc) at this stage, but are required to submit them later when the Trustee requests if necessary as a proof of the claim for examination of the claim.

4 Enclose one set of copy of the claim form of Reorganization Claim (*kosei-saiken-todokedesho*) (and one set of copy of additional paper if there is any) as well as the original claim form (and original additional paper if there is any).

5 Other document to be enclosed

(1) If claimant is a corporation, enclose the form of certificate of representative or a certified copy of registration of representatives of the company.

(2) If an attorney such as attorney at law claims on behalf clients whether individuals or companies, enclose the form of 'Power of Attorney (for filing claim)'.

6 Postal Address to mail

Subject Company Japan Airlines International Co., Ltd. Section of the 8th Division of the Civil Department of the Tokyo District Court
1-1-2 Kasumigaseki, Chiyoda, Tokyo 100-8920, Japan

更生債権届出についての注意【法１３８条１項】

1　届出期限（平成２２年３月１９日必着）は厳守してください。届出期間内に債権の届出をしないと権利を失うおそれがあります。また，管財人が速やかに調査を進められるようにするため，早期の届出にご協力ください。

2　会社更生手続では，「更生会社に対し，更生手続開始（平成２２年１月１９日午後５時３０分）前の原因に基づいて生じた財産上の請求権又は更生手続開始後の利息請求権等であって，更生担保権又は共益債権に該当しないもの」を更生債権といいます（法２条８項参照）。

3　更生債権届出書の記入について

（１）氏名（法人の場合は代表者名）の横の押印を忘れないようにしてください。また，訂正箇所には訂正印を押してください。なお，補正等の連絡のために必要ですから，電話番号・ＦＡＸ番号を忘れずに記入してください。

（２）「債権額」欄には，更生債権の合計額を記入してください。更生債権の明細は「債権の内容及び原因」欄に記載するか，書ききれない場合には別紙（適宜の用紙で差し支えありません。）に記載し，届出書の次に左綴じで綴じてください。具体的な金額の記載がない場合は届出が却下されることがあります。

（３）更生手続開始決定の前日（平成２２年１月１８日）までの確定利息・損害金は，「債権額」及び「議決権の額」に算入できますが，更生手続開始後の利息・損害金については「議決権の額」には算入できません（１３６条２項）。更生手続開始後の利息・損害金を届け出る場合には，「債権の内容及び原因」欄にその旨を記載し（例「上記金●●●●円に対する更生手続開始の日から年●％の割合による利息額未定」など。），届出書の「債権額」欄にも「額未定」と付記してください。

（４）「債権の内容及び原因」欄には，更生債権の種類ごとに（売掛金・貸金・敷金・保証金など），金額及びその発生原因を記載してください。

「債権の内容及び原因」の記載例

記載例１

債権の種類	債権の額	債権の内容及び原因
売掛金	●●●円	平成●●年●月●●日から●月●●日までに●●支店に納品した●●等の代金
請負代金	×××円	平成××年×月××日から×月××日に受注した××の製造についての請負代金
敷　金	△△△円	東京都△△区△△町△丁目△番△号△△ビル△号室にかかる平成△△年△月△日付け賃貸借契約に基づく敷金

記載例２

下記の手形に基づく手形（小切手）債権

手形番号	振出日	振出人	手形金額	満期日	受取人	支払場所	備　考
AB10000	H20.1.21	●●㈱	○○○円	H20.4.30	㈱△△	○銀行○支店	
CD20000	H20.2.21	●●㈱	×××円	H20.5.30	㈱△△	○銀行○支店	

（５）手形・小切手をお持ちの方は，必ずその写し（表面・裏面とも）を添付してください。その他に，債権の存在を証する証拠書類（契約書・請求書・納品書など）は添付する必要はありませんが，債権調査のために必要がある場合には，後日，管財人から連絡しますので，その際は証拠書類を管財人に提出してください。

4　更生債権届出書（別紙がある場合は別紙も含む。）には，写し（コピー）を１通添付してください。

5　添付書類について

（１）届出人が法人の場合には，代表者の資格証明書（登記事項証明書等）を添付してください。

（２）個人・法人を問わず，弁護士などの代理人による届出の場合には，同封の「委任状（債権届出用）」を添付してください。

6　提出先（同封の封筒により下記宛に郵送してください。）

〒１００－８９２０
東京都千代田区霞が関一丁目１番２号
東京地方裁判所民事第８部
更生会社　株式会社日本航空外２社　係

代理人が債権届出をする場合は、この用紙にご記入のうえ
債権届出と一緒に提出してください。

委　任　状

（債権届出用）

私は（住所）

（氏名）

を代理人と定め、次の権限を委任します。

1　更生会社株式会社日本航空インターナショナルに係る東京地方裁判所平成２２年（ミ）第２号会社更生事件につき、債権届出をし、届出について一切の行為をする件

平成　　年　　月　　日

住　所

氏名（商号）

（代表者名）　　印

[Translation]

Please fill out and attach this POA to the Claim Form if an attorney (attorneys) files claims.

POWER OF ATTORNEY
(for filing of claims)

We, the undersigned _____,
hereby appoint

(Address) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

(Name) XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

, as an attorney (attorneys) and authorize him/her (them) to do, in the name and on behalf of us (the said corporation), any and all of the following acts:

1. To file a Claim Form in the corporate reorganization proceedings of Japan Airlines International Co., Ltd. (*Heisei 22 (Mi) No.2 Corporation Reorganization Case*) and to do any and all acts necessary or advisable in connection with the above case.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this XX day of XXXXXXXXX, 2010.

Address:

By: XXXXXXXXXXXXX
Name: XXXXXXXXXXXXX
Title:XXXXXXXXXXXXXX

平成２２年１月２５日

更生債権（担保権）者　各位

更生会社　株式会社日本航空
株式会社日本航空インターナショナル
株式会社ジャルキャピタル

上記３社管財人　片　山　　英　二

更生債権等届出書の提出に関するお願い

拝啓
　時下ますますご清栄のこととお慶び申し上げます。
この度、更生債権（担保権）届出書をご提出いただくにあたり、当職が債権調査事務を迅速に遂行するため、下記の諸点につき、何卒ご理解とご協力を賜りますようお願いいたします。
　ご多忙の折、勝手なお願いで誠に恐縮ではありますが、速やかな更生計画案作成のため、ご高配賜りますよう重ねてお願い申し上げます。

敬具

記

1　更生債権等の届出期限は平成２２年３月１９日と定められております。
　上記届出期限経過後の届出は，却下される可能性がありますので，可能な限り早期にご提出くださいますようお願いします。

2　本件には非常に多くの債権者の方がおられますので、提出期限間際にご提出が集中すると内容の確認等のためのお問い合わせなどに必ずしも十分な時間が取れないまま認否させていただかざるを得なくなるような事態も生じかねません。そのような事態を避けるためにも、是非、早めのご提出をお願いします。

本書面に関するお問い合わせ先
住　　所　〒１４０－８６０５　東京都品川区東品川二丁目４番１１号
更生会社　株式会社日本航空外２社　管財人室
電話番号　０３－５４６０－６７４７
ＦＡＸ　０３－５４６０－６７４６

Please enclose this certificate of representatives (or a certified copy of registration of representatives of the company), if claimant is a corporation.

Certificate of Representatives

I, the undersigned, hereby certify that

(Name)

whose name is subscribed to the foregoing Claim Form is lawful representative of the claimant being duly authorized to execute certain documents relating to the corporate reorganization proceedings of Japan Airlines International Co., Ltd. (*Heisei 22 (Mi) No.2 Corporation Reorganization Case*) before courts on its behalf.

Dated this _____ day of _____, 2010

_____

(Notary Public)

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[Translation]

Sample

Before you fill in the form, please read carefully the 'Note on Filing Reorganization Claim (*kosei-saiken-todokede-ni-tsuiteno-chui*) subsection 1 of section 138 of the Act' as well.

No. | Do not write here.

Claim Form of Reorganization Claim (*kosei-saiken-todokedesho*) (subsection 1 of section 138 of the Act)

Date 5 th day of February, 2010 — Date here

Address: 1-1-4 Kasumigaseki, Chiyoda, Tokyo 100-8920, Japan

Claimant's Name: Kasumigaseki Shoji KK

(Representative's name if the claimant is a company)

Taro Saiban (Fix seal)

TEL 03−xxxx−xxxx FAX 03−xxxx−▲▲▲▲

(Attention: General Affair Division Yamada Extension No. xxx)

Individual claimant must write address, name, telephone number and facsimile number if you have, and fix your seal after your name. (If your attorney claims for you, no seal is required here.)

Company claimant must write also representative's name, telephone number and facsimile number if any, and fix seal of the representative after the name. (If a general manager of a company is the claimant, company representative's name must be written here. If company's attorney claims for the company, no seal is required here.) Enclose the form of certificate of representative attached hereto or a certified copy of registration of representatives of the company etc. to show the power of the representatives.
Person who deals with this matter in the company, if any.

Postal Address (If it is different from the above address)

If you wish to receive mails at different address from the above, please write here.

(Claim by Attorney)

Address of Attorney: 1-1-2 Kasumigaseki, Chiyoda, Tokyo 100-8920, Japan

Attorney's Name: Jiro Hayato (Fix seal)

TEL 03−××××−●●●● FAX 03−××××−OOOO

If attorney such as attorney at law prepares and file on behalf of the claimant, write the attorney's address and name, and fix attorney's seal after the attorney's name. A power of attorney (for filing claims) attached hereto must be enclosed.

TO: The 8th Division of the Civil Department of the Tokyo District Court

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[Translation]

Claim Amount	JY/US$/~~others~~ 7, 325, 000
Value of voting right	The same as above (exclude the value for the purpose of subs 2 and 3 of s136 of the Act)
Claim etc as subject matter in enforceable judgment of payment or final judgment (if any)	☑ See the additional paper attached
Reorganization Claim (*kosei-saiken*) in dispute pending as at the commencement of reorganization proceedings (if any)	JY1,575,000 Account Receivable 1 undermentioned XX Court YY Division Case No. AB23 Case Name: Claim of Account Receivable Plaintiff: Kasumigaseki Shoji KK Defendant: Azabu Buildings Company, Ltd. ☐ See the additional paper attached

Details and cause of Claim

1 Account Receivable for the sales between X/X/2009 and X/X/2009

JY 1, 575, 000 (Consumption Tax 75, 000 inclusive)

2 Loan JP 5, 000, 000 The principal in the loan agreement dated 12/Nov/2005

Interest JP 750, 000 Interest accrued between X/X/2009 and X/X/2010

(Before commencement of the reorganization proceedings) agreed interest 5% per annum

Specify the currency and write the amount of claim in the currency (See the attached 'Note on Filing Reorganization Claim *(kosei-saiken-todokede-ni-tsuiteno-chui)* (subsection 1 of section 138 of the Act)'). Please note that interest etc. accrued after the commencement of the reorganization proceedings must be excluded from the value of voting right based on subsections 2 and 3 of section 136 of the Corporate Reorganization Act.
If the amount of claim value of voting right not in Japanese yen is claimed, please cross JY here and write the value in other currency.

If your claim is a claim that is the subject matter in an enforceable judgment or final judgment, tell which claim of the list in the following column of 'Details and cause of Claim' this is. You must attach a copy of the enforceable judgment or final judgment. If you run out of space here, attach papers.

If you claim a Reorganization Claim in dispute pending as at the commencement of reorganization proceedings (January 19, 2010), write the name of the court, case number, case name and parties' names, and tell which claim of the list in the following column of 'Details and cause of Claim' this is. If you run out of space here, attach papers.

Details of Reorganization Claim must be written either in the column of 'Details and cause of Claim' or in additional papers (any paper available) if you run out of space.
If your claim is a claim secured by a statutory lien *(sakidori-tokken)* (ss306 and 308 of Civil Act) or an agreed subordinated Claim *(yakujo-retrugo-kosei-saiken)* (ref. subsection 4.1 of s43 of the Corporate Reorganization Act), please tell so and tell which claim in the following list in the column of 'Details and cause of Claim' this is.
Before you write, please read carefully the attached 'Note on Filing Reorganization Claim *(kosei-saiken-Todokede-nitsuiteno-chui)* (subs 1 of s138 of the Act)'.

記載例　　届出書の作成・提出にあたっては，この記載例のほか，「更生債権届出に

平成●年(ミ)第●号
東京都●●区●●町●丁目●番●号
更生会社　●●株式会社

番号	

更生債権届出書(法138条1項)

作成日　平成 ●● 年 ●● 月 ●● 日

住　所　〒100-8920　東京都千代田区霞が関1丁目1番4号

ふりがな　かすみがせきしょうじ
氏名(商号)　霞が関商事株式会社　印

ふりがな　さいばんたろう
(代表者名)　裁判太郎

TEL 03−××××−×××× FAX 03−××××−××××

(担当者　債権管理部　山田　内線　×××　)

郵便物等受取場所(上記住所と異なる場合にのみ記載してください。)

(代理人による届出の場合)

代理人住所　〒100-8920　東京都千代田区霞が関1丁目1番2号

氏名　弁護士　●　●　●　印

TEL 03−××××−×××× FAX 03−××××−××××

東京地方裁判所民事第8部　御中

債権額	金　7,325,000　円
議決権の額	同上(ただし，136条2項及び3項に該当する部分は除く。)
執行力ある債務名義又は終局判決があるときは，その対象となる債権等	□ 別紙のとおり
更生債権に関し更生手続開始当時係属する訴訟があるときは，その対象となる債権等	裁判所　支部 平成　年(　)第　号 事件名 原告　被告 対象となる債権 □ 別紙のとおり

債権の内容及び原因

1　平成●年●月●日から●月●日までの間に○○営業所宛てに売り渡した××等の売掛金

金1，575，000円(消費税75，000円を含む)

2　貸金　5，000，000円　平成●年●月●日付け金銭消費貸借による貸金元本

利息　750，000円　上記貸金元本に対する平成●年●月●日から平成●年●月●日

(更生手続開始決定の前日)までの年5%の割合による約定利息

This is Exhibit "H" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Hiromichi Matsumoto

Notary

HIROMICHI MATSUMOTO

ONTARIO
SUPERIOR COURT OF JUSTICE

The Honourable	)	Thursday, the 13th day
	)	
Justice Campbell	)	of January, 2011

Court File No. CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. c-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

Applicants

APPLICATION UNDER PART IV OF *THE COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED.

-and-

Court File No. 50389CP

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

AIRIA BRANDS INC., STARTECH.COM LTD., AND QCS-QUICK CARGO SERVICE GMBH

Plaintiffs

-and-

AIR CANADA, AC CARGO LIMITED PARTNERSHIP, SOCIETE AIR FRANCE, KONINKLIJKE LUCHTVAART MAATSCHAPPIJ N.V.dba KLM, ROYAL DUTCH AIRLINES, ASIANA AIRLINES INC., BRITISH AIRWAYS PLC, CATHAY PACIFIC AIRWAYS LTD., DEUTSCHE LUFTHANSA AG, LUFTHANSA CARGO AG, JAPAN AIRLINES INTERNATIONAL CO., LTD., SCANDINAVIAN AIRLINES SYSTEM, KOREAN AIR LINES CO., LTD., CARGOLUX AIRLINE INTERNATIONAL, LAN AIRLINES S.A., LAN CARGO S.A., ATLAS AIR WORLDWIDE HOLDINGS INC., POLAR AIR CARGO INC., SINGAPORE AIRLINES LTD., SINGAPORE AIRLINES CARGO PTE LTD., and SWISS INTERNATIONAL AIR LINES LTD.

Defendants

Proceeding under the *Class Proceedings Act, 1992*

ORDER

THIS MOTION made by the Plaintiffs, jointly with Japan Airlines International Co., Ltd., the Settling Defendant in the Action and an applicant in the CCAA Proceeding, for an Order certifying the Action as a class proceeding for settlement purposes only as against the Settling Defendant, and approving the Settlement Agreement entered into with the Settling Defendant, was heard this day at the Court House, 330 University Avenue, Toronto, Ontario.

ON READING the materials filed, including the settlement agreement entered into by the Settling Defendant and the Plaintiffs dated July 8, 2010 and attached to this Order as Schedule "A" (the "Settlement Agreement"), and on hearing the submissions of counsel for the Plaintiffs and counsel for the Settling Defendant;

AND ON BEING ADVISED that the Plaintiffs and Settling Defendant consent to this Order and the Non-Settling Defendants take no position on this Order;

1. **THIS COURT ORDERS** that, in addition to the definitions used elsewhere in this Order, the definitions set out in the Settlement Agreement shall apply to and are incorporated into this Order. In addition, the following definitions shall also apply in this Order:

   (a) "Proportionate Liability" means that proportion of any judgment that, had they not settled, a court or other arbiter would have apportioned to the Settling Defendant and Releasees, whether pursuant to the *pro rata*, proportionate fault, *pro tanto*, or another method.

   (b) "Action" means the proceeding commenced by the Plaintiffs in Ontario Superior Court of Justice Court File No. 50389 (London).

   (c) "CCAA Proceeding" means the proceeding commenced by the Settling Defendant and other Releasees under the *Companies' Creditors Arrangement Act* ("CCAA") in Ontario Superior Court of Justice Court File No. CV-10-8692-00CL (Toronto).

2. **THIS COURT ORDERS** that the Action be certified as a class proceeding as against the Settling Defendant only and for settlement purposes only.

3. **THIS COURT ORDERS** that the Settlement Class be defined as:

> All persons who purchased Airfreight Shipping Services* during the Class Period, including those who purchased through freight forwarders or from any air cargo carrier (including the Defendants), other than Excluded Persons and members of the Quebec Class and BC Class.
>
> *Airfreight Shipping Services means airfreight cargo shipping services for shipments within, to, or from Canada, but specifically excluding airfreight cargo shipping services for shipments to or from the United States.

4. **THIS COURT ORDERS** that Airia Brands Inc., StarTech.Com Ltd., and QCS-Quick Cargo Service GMBH be appointed as the representative plaintiffs for the Settlement Class.

5. **THIS COURT ORDERS** that the following issue is common to the Settlement Class:

> Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of Airfreight Shipping Services during the Class Period in violation of Part VI of the *Competition Act* and the common law? If so, what damages, if any, did Settlement Class Members suffer?

6. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class.

7. **THIS COURT ORDERS** that the Settlement Agreement is fair and reasonable in all of the circumstances of the CCAA Proceeding.

8. **THIS COURT ORDERS** that the Settlement Agreement is approved pursuant to s. 29 of the *Class Proceedings Act, 1992* and the CCAA and shall be implemented in accordance with its terms.

9. **THIS COURT ORDERS** that the Settlement Agreement is incorporated by reference into and forms part of the Order, and is binding upon the representative plaintiffs and all Settlement Class Members.

10. **THIS COURT ORDERS** that each Settlement Class Member is bound by the Settlement Agreement.

11. **THIS COURT ORDERS** that each Settlement Class Member shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice.

12. **THIS COURT ORDERS** that each Other Action commenced by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.

13. **THIS COURT ORDERS** that the Order, including the Settlement Agreement, is binding upon each Settlement Class Member including those persons who are minors or mentally incapable and the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure* are dispensed with in respect of the Action.

14. **THIS COURT ORDERS** that each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims.

15. **THIS COURT ORDERS** that each Releasor shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any

matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators.

16. **THIS COURT ORDERS** that the Releasees have released and shall be conclusively deemed to have forever and absolutely released each of the other from any and all claims for contribution and indemnity with respect to the Released Claims.

17. **THIS COURT ORDERS** that the use of the terms "Releasors" and "Released Claims" in the Order does not constitute a release of claims by those Settlement Class Members who are resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors.

18. **THIS COURT ORDERS** that each Settlement Class Member who is resident in any province or territory where the release of one tortfeasor is a release of all tortfeasors covenants and undertakes not to make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

19. **THIS COURT ORDERS** that notwithstanding 7(1) of the Settlement Agreement:

(a) subject to subparagraph (b) of this paragraph, all claims for contribution and indemnity or other claims over, whether asserted or unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the Action by any Non-Settling Defendant or any other person or party against a Releasee, or by a Releasee against a Non-Settling Defendant or any other person or party, are barred, prohibited and enjoined in accordance with the terms of this paragraph;

(b) if a person or party is permitted to bring a claim against a Non-Settling Defendant in a jurisdiction outside of Ontario (the "Foreign Claim") that if brought in Ontario would contravene paragraphs 19 or 20 hereof, then that Non-Settling Defendant is permitted to bring a claim for contribution, indemnity or other claims over against the Releasees thereafter in respect of the Foreign Claim notwithstanding this paragraph, provided that the Non-Settling Defendant

establishes that it raised before the foreign court or other arbiter in a timely and proper manner that this Order is an absolute bar to any Foreign Claim arising from the Released Claims.

20. **THIS COURT ORDERS** that if, in the absence of paragraph 19 hereof, the Non-Settling Defendants would have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees:

(a) the Plaintiffs and the Settlement Class Members shall not claim or be entitled to recover from the Non-Settling Defendants that portion of any damages, costs or interest awarded in respect of any claim(s) on which judgment is entered that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

(b) for greater certainty, the Plaintiffs and the Settlement Class Members shall limit their claims against the Non-Settling Defendants to, and shall be entitled to recover from the Non-Settling Defendants, only those claims for damages, costs and interest attributable to the Non-Settling Defendants' several liability to the Plaintiffs and the Settlement Class Members, if any;

(c) this Court shall have full authority to determine the Proportionate Liability at the trial or other disposition of the Action, whether or not the Releasees remain in the Action or appear at the trial or other disposition, and the Proportionate Liability shall be determined as if the Releasees are parties to this Action for that purpose and any such finding by this Court in respect of the Proportionate Liability shall only apply in the Action and shall not be binding upon the Releasees in any other proceedings.

21. **THIS COURT ORDERS** that if, in the absence of paragraph 19 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any judgment against them in the Action.

22. **THIS COURT ORDERS** that if this proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal related thereto have been exhausted, the Non-Settling Defendants shall be entitled in respect of the Settling Defendant as if it remained a party to this proceeding:

(i) to documentary discovery and an affidavit of documents in accordance with the Rules of Civil Procedure 0 .Reg. 194 from the Settling Defendant;

(ii) to oral discovery of a representative of the Settling Defendant, the transcript of which may be read in at trial;

(iii) to serve a request to admit on the Settling Defendant in respect of factual matters; and

(iv) to seek an Order on motion to the Court, on at least ten (10) days notice to counsel for the Settling Defendant, for the production of a representative of the Settling Defendant to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

The Settling Defendant retains all rights to oppose such motion(s) under sub-paragraph (iv), hereof. Notwithstanding any provision in this Order, on any motion brought pursuant to this paragraph 22, the Court may make such Orders as to costs and other terms as it considers appropriate.

23. **THIS COURT ORDERS** that a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 22 above on the Settling Defendant by service on counsel of record for the Settling Defendant in the Action.

24. **THIS COURT ORDERS** that for purposes of enforcement of the Order, this Court will retain an ongoing supervisory role and the Settling Defendant will attorn to the jurisdiction of this Court for this purpose.

25. **THIS COURT ORDERS** that, except as provided herein, the Order does not affect any claims or causes of action that any Settlement Class Member has or may have against the Non-Settling Defendants or unnamed co-conspirators in the Action.

26. **THIS COURT ORDERS** that the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement.

27. **THIS COURT ORDERS** that the Settlement Amount be held in trust for the benefit of the Settlement Class, pending further order of the Court, which shall be sought by the Plaintiff on a motion in the Action brought on notice to the Settling Defendant.

28. **THIS COURT ORDERS** that the Action be dismissed against the Settling Defendant without costs and with prejudice.

Date:

C.L. Campbell J.

The Honourable Justice Colin Campbell

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

JAN 14 2011

PER / PAR:

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTERS OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD AND JAL CAPITAL CO., LTD.
- and-
AIRIA BRANDS INC. et al v. AIR CANADA et al

Court File No: CV-10-8692-00CL

Court File No: 50389CP

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceedings commenced at Toronto and London

ORDER
Approval of JAL Settlement Agreement

Siskinds LLP
Barristers & Solicitors
680 Waterloo Street
London, ON N6A 3V8
Charles M. Wright LSUC # 36599Q
Tel: (519) 672-2121
Fax: (519) 672-6065

Sutts, Strosberg LLP
Barristers & Solicitors
600-251 Goyeau Street
Windsor, ON N9A 6V4
Harvey T. Strosberg, Q.C. LSUC#12640O
Tel: (519) 258-9333
Fax: (519) 561-6203

Harrison Pensa LLP
450 Talbot St.
P.O. Box 3237
London ON N6A 4K3
Jonathan Foreman LSUC #45087H
Tel: (519) 679-9660
Fax: (519) 667-3362

Lawyers for Airia Brands Inc., Startech.com Ltd., and QCS-Quick Cargo Service Gmbh in the Ontario class action proceeding

Davies Ward Phillips & Vineberg LLP
44th Floor., 1 First Canadian Place
Toronto, ON M5X 1B1
Sandra A. Forbes
Natasha MacParland
Tel: (416) 863-0900
Fax: (416) 863-0871

Lawyers for the Japan Airlines International Co., Ltd. defendant in the Ontario class action proceeding and applicant in the CCAA proceeding

Tor#: 2668838.2

This is Exhibit "I" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Notary

HIROMICHI MATSUMOTO

SUPREME COURT
OF
BRITISH COLUMBIA
SEAL
31-Mar-11
Vancouver
REGISTRY

No. S067490
Vancouver Registry

In The Supreme Court of British Columbia

Between:

KAREN MCKAY

Plaintiff

and:

AIR CANADA, AC CARGO LIMITED PARTNERSHIP, SOCIETÉ AIR FRANCE, KONINKLIJKE LUCHTVAART MAATSCHAPPIJ N.V., ASIANA AIRLINES INC., BRITISH AIRWAYS PLC, CATHAY PACIFIC AIRWAYS LTD., DEUTSCHE LUFTHANSA AG, LUFTHANSA CARGO AG, SWISS INTERNATIONAL AIR LINES LTD., JAPAN AIRLINES INTERNATIONAL CO., LTD., KOREAN AIR LINES CO., LTD., SCANDINAVIAN AIRLINES SYSTEM CARGOLUX AIRLINES INTERNATIONAL S.A., LAN AIRLINES S.A, LAN CARGO S.A., ATLAS AIR WORLDWIDE HOLDINGS INC., POLAR AIR CARGO INC., SINGAPORE AIRLINES LTD., SINGAPORE AIRLINES CARGO PTE LIMITED.

Defendants

BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*, R.S.B.C. 1996, c. 50

ORDER MADE AFTER APPLICATION

BEFORE	THE HONOURABLE CHIEF JUSTICE BAUMAN	15/Feb/2011

ON THE APPLICATION of the Plaintiff, Karen McKay:

☒ coming on for hearing at the Courthouse, 800 Smithe Street, Vancouver, BC on 15/Feb/2011 and on hearing David Jones and Reidar Mogerman for the Plaintiff, Charles Wright by telephone for the Plaintiffs in Ontario Action No. 50389CP, Sandra Forbes by telephone and Randy Kaardal for the Defendant Japan Airlines International Co. Ltd., Tristram Mallett by telephone for the Defendants Singapore Airlines Ltd. and

Singapore Airlines Cargo Pte Limited, Randy Sutton by telephone for the Defendants Lan Airlines S.A. and Lan Cargo S.A., Diana Backhouse by telephone for the Defendant Scandinavian Airlines System, Katherine Kay by telephone and Danielle Royal by telephone for the Defendants Air Canada and AC Cargo Limited Partnership, D. Martin Low, Q.C. for the Defendants Societe Air France and Koninklijke Luchtvaart Maatschappij N.V., Brad Dixon for the Defendant British Airways PLC, Carol McCall by telephone for the Defendant Asiana Airlines Inc., Stephanie Axmann for the Defendant Cathay Pacific Airways Ltd., H. David Edinger for the Defendant Korean Air Company Ltd., and Mark Underhill for the Defendant Cargolux Airlines International S.A.;

THIS COURT ORDERS that:

1. in addition to the definitions used elsewhere in this Order, the definitions set out in the Canadian Air Cargo Shipping Services Class Action National Settlement Agreement between the Plaintiffs and Japan Airlines International Co., Ltd. made as of July 8, 2010 (the "JAL Settlement Agreement") attached as Schedule "A" to this Order apply to and are incorporated in this Order. In addition, the following definition shall also apply in this Order:

> "Proportionate Liability" means that proportion of any judgment that, had they not settled, a court or other arbiter would have apportioned to the Settling Defendant and Releasees, whether pursuant to the *pro rata*, proportionate fault, *pro tanto*, or another method;

2. this action is certified as a class proceeding as against the Settling Defendant only and for settlement purposes only;

3. the BC Class is defined as follows:

> All persons resident in British Columbia who purchased Airfreight Shipping Services* during the Class Period, including those persons who purchased Airfreight Shipping Services through freight forwarders or from any air cargo carrier (including the Defendants), except Excluded Persons;
>
> *Airfreight Shipping Services means airfreight cargo shipping services for shipments within, to, or from Canada, but specifically excluding airfreight cargo shipping services to or from the United States.

4. Karen McKay is appointed as the representative plaintiff for the BC Class;

5. the action is certified on the basis of the following issue common to the BC Class:

Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of Airfreight Shipping Services during the Class Period in violation of Part VI of the *Competition Act* and common law? If so, what damages, if any, did the Settlement Class Members suffer?

6. the JAL Settlement Agreement is fair, reasonable, adequate and in the best interests of the BC Class;

7. the JAL Settlement Agreement is approved pursuant to s.35 of the *Class Proceedings Act*, RSBC 1996, c. 50 and shall be implemented in accordance with its terms;

8. the order of Mr. Justice Campbell of the Ontario Superior Court of Justice, dated January 13, 2011, approving the JAL Settlement Agreement as fair and reasonable under the *Companies' Creditors Arrangement Act* ("CCAA") is hereby given full force and effect in British Columbia pursuant to section 16 of the CCAA;

9. the JAL Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the representative plaintiff and upon all BC Settlement Class Members;

10. each BC Settlement Class Member is bound by the JAL Settlement Agreement;

11. each BC Settlement Class Member shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any Other Actions he, she or it has commenced, without costs and with prejudice;

12. each Other Action commenced by any BC Settlement Class Members shall be dismissed against the Releasees, without costs and with prejudice;

13. this Order, including the JAL Settlement Agreement, is binding upon each BC Settlement Class Member including those persons who are minors or mentally incapable;

14. the use of the terms "Releasors" and "Released Claims" in this Order and in the JAL Settlement Agreement does not constitute a release of claims by the BC Settlement Class Members;

15. the Releasors resident in BC covenant and undertake not to sue or make any claim in any way nor to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims;

16. the Releasors resident in BC shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceedings against the Non-Settling Defendants or unnamed co-conspirators;

17. the Releasees have released and shall be conclusively deemed to have forever and absolutely released each of the other from any and all claims for contribution and indemnity with respect to the Released Claims;

18. notwithstanding section 7(1) of the JAL Settlement Agreement:

    (a) subject to subparagraph (b) of this paragraph, all claims for contribution and indemnity or other claims over, whether asserted or unasserted or asserted in a representative capacity, inclusive of interest, taxes and costs, relating to the Released Claims, which were or could have been brought in the action by any Non-Settling Defendant or any other person or party against a Releasee, or by a Releasee against a Non-Settling Defendant or any other person or party, are barred, prohibited and enjoined in accordance with the terms of this paragraph;

    (b) if a person or party is permitted to bring a claim against a Non-Settling Defendant in a jurisdiction outside of British Columbia (the "Foreign Claim") that if brought in British Columbia would contravene paragraphs 18 or 19 hereof, then that Non-Settling Defendant is permitted to bring a claim for contribution, indemnity or other claims over against the Releasees thereafter in respect of the Foreign Claim notwithstanding this paragraph, provided that the Non-Settling Defendant establishes that it raised before the foreign court or other arbiter in a timely and proper manner that this Order is an absolute bar to any Foreign Claim arising from the Released Claims.

19. if, in the absence of paragraph 18 hereof, the Non-Settling Defendants would have the right to make claims for contribution and indemnity or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees:

    (a) the Plaintiff and the BC Settlement Class Members shall not claim or be entitled to recover from the Non-Settling Defendants that portion of any damages, costs or interest awarded in respect of any claim(s) on which judgment is entered that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

    (b) for greater certainty, the Plaintiff and the BC Settlement Class Members shall limit their claims against the Non-Settling Defendants to, and shall be entitled to recover from the Non-Settling Defendants, only those claims for damages, costs and interest attributable to the Non-Settling Defendants' several liability to the Plaintiff and the BC Settlement Class Members, if any;

    (c) this Court shall have full authority to determine the Proportionate Liability at the trial or other disposition of the action, whether or not the Releasees remain in the action or appear at the trial or other disposition, and the Proportionate Liability shall be determined as if the Releasees are parties to this action for that purpose and any such finding by this Court in respect of the Proportionate Liability shall only apply in the action and shall not be binding upon the Releasees in any other proceedings.

20. if, in the absence of paragraph 18 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or other claims over, whether in equity or law, by statute or otherwise, from or against the Releasees, then nothing in this Order is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any judgment against them in the action.

21. if this proceeding against the Non-Settling Defendants has been certified and all appeals or times to appeal related thereto have been exhausted, the Non-Settling Defendants shall be entitled in respect of the Settling Defendant as if it remained a party to this proceeding:

    (i) to documentary discovery and an affidavit of documents in accordance with the *Supreme Court Civil Rules* from the Settling Defendant;

(ii) to oral discovery of a representative of the Settling Defendant, the transcript of which may be read in at trial;

(iii) to serve a notice to admit on the Settling Defendant in respect of factual matters; and

(iv) to seek an Order on motion to the Court, on at least ten (10) days notice to counsel for the Settling Defendant, for the production of a representative of the Settling Defendant to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

The Settling Defendant retains all rights to oppose such motion(s) under sub-paragraph (iv), hereof. Notwithstanding any provision in this Order, on any motion brought pursuant to this paragraph 21, the Court may make such Orders as to costs and other terms as it considers appropriate.

22. a Non-Settling Defendant may effect service of the motion(s) referred to in paragraph 21 above on the Settling Defendant by service on counsel of record for the Settling Defendant in the action;

23. for purposes of enforcement of this Order, this Court will retain an ongoing supervisory role and the Settling Defendant will attorn to the jurisdiction of this Court for this purpose;

24. except as provided herein, this Order does not affect any claims or causes of action that any BC Settlement Class Member has or may have against the Non-Settling Defendants or unnamed co-conspirators in the action;

25. the Releasees have no responsibility for and no liability whatsoever with respect to the administration of the JAL Settlement Agreement;

26. the Settlement Amount be held in trust for the benefit of the Settlement Class, pending further order of the Court, which shall be brought by the Plaintiff on a motion in the action brought on notice to the Settling Defendant;

27. the action is dismissed against the Settling Defendant without costs and with prejudice; and

28. the endorsement of this Order by counsel for the Non-Settling Defendants be dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of lawyer for the Plaintiff

David G.A. Jones

Signature of lawyer for Japan Airlines International Co., Ltd.

Sandra Forbes

By the Court

Digitally signed by
Berg, Mellani

Registrar

This is Exhibit "J" referred to in the

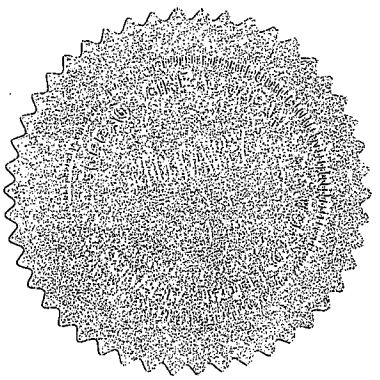
affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Notary

HIROMICHI MATSUMOTO



CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL
NO: 500-06-000344-065

(Class Action)
SUPERIOR COURT

PRESIDING: THE HONOURABLE MR. JUSTICE PAUL-MARCEL BELLAVANCE

CARTISE SPORTS INC.

Plaintiff

vs.

JAPAN AIRLINES INTERNATIONAL CO., LTD.
-and-
AC CARGO LIMITED PARTNERSHIP
-and-
AIR CANADA
-and-
ASIANA AIRLINES INC
-and-
ATLAS AIR WORLDWIDE HOLDINGS INC.
-and-
BRITISH AIRWAYS PLC
-and-
CARGOLUX AIRLINE INTERNATIONAL
-and-
CATHAY PACIFIC AIRWAYS LTD.
-and-
KONINKLIJKE LUCHTV AART MAATSCHAPPIJ N.V. dba KLM, ROYAL DUTCH AIRLINES
-and-
KOREAN AIR LINES CO., LTD.
-and-
LAN AIRLINES S.A.
-and-
LAN CARGO, S.A.
-and-
POLAR AIR CARGO INC.
-and-
SCANDANAVIAN AIRLINES SYSTEM

jp

-and-
SINGAPORE AIRLINES CARGO PTE LTD.
-and-
SINGAPORE AIRLINES, LTD.
-and-
SOCIÉTÉ AIR FRANCE

Defendants

JUDGMENT

(1) **WHEREAS** the parties hereto are involved in a Class Action;

(2) **WHEREAS** Plaintiff now seeks a Judgment of this Court approving the Settlement Agreement entered into with Japan Airlines International Co., Ltd. ("JAL" or the "Settling Defendant");

(3) **WHEREAS** having taken cognizance of the materials filed relating to the Motion herein, including the JAL Canadian Settlement Agreement attached to this Judgment as "Schedule A" (the "JAL Canadian Settlement Agreement") and on hearing the submissions of counsel for the Plaintiff and counsel for the Settling Defendant;

(4) **WHEREAS** on being advised that the Plaintiff and the Settling Defendant consent to this Judgment, and the Non-Settling Defendants take no position in respect of this Judgment;

WHEREFORE, THIS COURT:

(5) **GRANTS** Plaintiff's Motion for Approval of a Settlement Transaction;

(6) ORDERS AND DECLARES that in addition to the definitions used elsewhere in this Judgment, for the purposes of this Judgment, the definitions set out in the JAL Canadian Settlement Agreement (Annex A hereto) apply to and are incorporated into this Judgment and form an integral part thereof. In addition to the definitions in the JAL Canadian Settlement Agreement, the following definitions shall also apply to this Judgment:

(a) "Proportionate Liability" means that proportion of any judgment that, had they not settled, a court or other arbiter would have apportioned to the Settling Defendant and Releasees, whether pursuant to the *pro rata* proportionate fault, *pro tanto*, or another method.

(b) "Action" means the proceeding commenced by the plaintiff in this Court file.

(c) "CCAA Proceeding" means the proceeding commenced by the Settling Defendant and other Releasees under the *Companies' Creditors Arrangement Act* ("CCAA") in Ontario Superior Court of Justice Court File No. CV-10-8692-00CL (Toronto).

(7) ORDERS that the Action be authorized as a class action as against the Settling Defendant only and for settlement purposes only;

(8) ORDERS that the Quebec settlement class (the "**Settlement Class**") be defined as:

all individuals resident in Quebec and all legal persons resident in Quebec established for a private interest, partnership or association which, at all times between May 5, 2005 and May 5, 2006, had under its direction or control no more than 50 persons bound to it by a contract of employment, who purchased Airfreight Shipping Services during the Class Period, including those who purchased Airfreight Shipping Services* through freight forwarders or from any air cargo carrier (including the Defendants), except Excluded Persons.

* Airfreight Shipping Services means airfreight cargo shipping services for shipments within, to, or from Canada, but specifically excluding airfreight shipping services for shipments to or from the United States.

(9) **ORDERS** that Cartise Sports Inc. be appointed as the representative plaintiff for the Settlement Class;

(10) **ORDERS** that the Order of Justice Campbell of the Ontario Superior Court of Justice (Commercial List) dated 13 January 2011, approving the JAL Canadian Settlement Agreement as fair and reasonable under the *CCAA* is hereby given full force and effect in Quebec pursuant to section 16 of the *CCAA;*

(11) **ORDERS AND DECLARES** that the JAL Canadian Settlement Agreement is fair, reasonable and in the best interests of the Settlement Class and constitutes a transaction within the meaning of Article 2631 of the *Civil Code of Québec,* which is binding on all Parties and the Settlement Class members;

(12) **ORDERS** that the JAL Canadian Settlement Agreement is hereby approved pursuant to Article 1025 of the *Code of Civil Procedure* and shall be implemented in accordance with its terms. Where any term of this Judgment and the JAL Canadian Settlement Agreement conflict, the term contained in this Judgment shall govern;

(13) **ORDERS** that the JAL Canadian Settlement Agreement is incorporated by reference into and forms part of this Judgment, and is binding upon the representative Plaintiff and all Settlement Class members;

(14) **ORDERS** that each Settlement Class member is bound by the JAL Canadian Settlement Agreement;

(15) **ORDERS** that each Settlement Class member shall consent and shall be deemed to have consented to the dismissal as against the Releasees of any other actions, he, she or it has commenced, without costs and with prejudice;

(16) **ORDERS** that each other action commenced by any Settlement Class member shall be dismissed against the Releasees, without costs and with prejudice;

(17) **ORDERS** that this Judgment is binding upon each Settlement Class member;

(18) **ORDERS** that each Releasor has released and shall be conclusively deemed to have forever and absolutely released the Releasees from the Released Claims;

(19) **ORDERS** that each Releasor shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Action against the Non-Settling Defendants or unnamed co-conspirators;

(20) **DECLARES** that, pursuant to the JAL Canadian Settlement Agreement, Plaintiff and the Settlement Class members expressly waive and renounce to the benefit of solidarity against the Non-Settling Defendants with respect to the facts and acts of the Settling Defendant;

LP

(21) DECLARES that any action in warranty or other joinder of parties to obtain any contribution or indemnity from the Settling Defendant relating to the Released Claims shall be inadmissible, null and void in the context of this class action;

(22) DECLARES that Plaintiff and the Settlement Class members shall henceforth only be able to claim and recover damages, including punitive damages, attributable to the sales and practices of the Non-Settling Defendants;

(23) ORDERS that if, in the absence of paragraph 20 hereof, the Non-Settling Defendants would have the right to make claims for contribution and indemnity, or other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees:

(a) the Plaintiff and the Settlement Class members shall not claim or be entitled to recover from the Non-Settling Defendants that portion of any damages, costs or interest awarded in respect of any claim(s) on which judgment is entered that corresponds to the Proportionate Liability of the Releasees proven at trial or otherwise;

(b) for greater certainty, the Plaintiff and the Settlement Class members shall limit their claims against the Non-Settling Defendants to, and shall be entitled to recover from the Non-Settling Defendants, only those claims for damages, costs and interest attributable to the Non-Settling Defendants' several liability to the Plaintiff and the Settlement Class members, if any;

(c) this Court shall have full authority to determine the Proportionate Liability at the trial or other disposition of this Action, whether or not the Releasees remain in this Action or appear at the trial or other disposition, and the Proportionate Liability shall be determined as if the Releasees are parties to this Action for that purpose and any such finding by this Court in respect of the Proportionate Liability shall only apply in this Action and shall not be binding upon the Releasees in any other proceedings.

(24) ORDERS that if, in the absence of paragraph 20 hereof, the Non-Settling Defendants would not have the right to make claims for contribution and indemnity or

other claims over, whether in equity or in law, by statute or otherwise, from or against the Releasees, then nothing in this Judgment is intended to or shall limit, restrict or affect any arguments which the Non-Settling Defendants may make regarding the reduction of any judgment against them in the Action;

(25) **ORDERS** that if this proceeding against the Non-Settling Defendants has been authorized and all appeals or times to appeal related thereto have been exhausted, the Non-Settling Defendants shall be entitled in respect of the Settling Defendant as if it remained a party to this proceeding:

(i) to examination on discovery of a representative of the Settling Defendant, the transcripts of which may be filed in the Court record;

(ii) to serve a notice to admit documents and/or interrogatories upon articulated facts on the Settling Defendant; and

(iii) to seek an Order on motion to the Court, on at least ten (10) days notice to counsel for the Settling Defendant, for the production of a representative of the Settling Defendant to testify at trial, with such witness to be subject to cross-examination by counsel for the Non-Settling Defendants.

The Settling Defendant retains all rights to oppose such motion under sub-paragraph (iii), hereof. Notwithstanding any provision in this Judgment, on any motion brought pursuant to this paragraph, the Court may make such Orders as to costs and other terms as it considers appropriate.

(26) **ORDERS** that a Non-Settling Defendant may effect service of the Motion(s) referred to in the foregoing paragraph on the Settling Defendant by service on counsel of record for the Settling Defendant in the Action;

(27) ORDERS that for purposes of enforcement of this Judgment, this Court will retain an on-going supervisory role and the Settling Defendant will attorn to the jurisdiction of this Court for these purposes;

(28) ORDERS that except as provided herein, this Judgment does not affect any Claims that any Settlement Class member has or may have against the Non-Settling Defendants or unnamed co-conspirators in the Action;

(29) ORDERS that the Releasees have no responsibility for and no liability whatsoever with respect to administration of the JAL Canadian Settlement Agreement;

(30) ORDERS that the Settlement Amount be held in trust by Ontario counsel for the plaintiff in the Ontario Action for the benefit of the Settlement Class, pending further order of this Court, which shall be sought by the Plaintiff on a motion in the Action, brought on notice to the Settling Defendant;

(31) ORDERS that the Action be and is hereby dismissed against the Settling Defendant without costs and with prejudice;

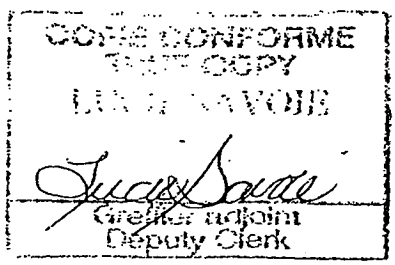
(32) ORDERS that this Judgment shall be declared null and void in the event that the JAL Canadian Settlement Agreement is terminated in accordance with its terms.

THE WHOLE without costs.

March 3rd 2011

Date: _____, 2011

Paul-Marcel Bellavance, H.J.C.S.
JB 2697



This is Exhibit "K" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Hiromichi Matsumoto

Notary

HIROMICHI MATSUMOTO

Reference Number	04-20

Form for Change of Reorganization Claim(Withdraw)

Date of Claim: 26th day of July, 2010

Case Number: Heisei 22 (Mi) NO.2

Company: Japan Airlines International Co., Ltd.

Claimant Address: 45 Artisans Cres. London, Ontario, Canada

Name: Startech Com Ltd.

(Representative' s name if the claimant is a company)

Bill Bouwmeester

(TEL) 01-519-455-9675

(FAX) 01-519-455-9425

(Representative) Siskinds LLP Linda Visser

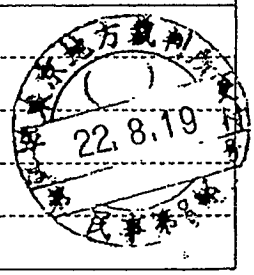
(~~Fix~~ seal)

To: The 8th Division of the Civil Department of the Tokyo District Court

10th day of March, 2010 Amount of Claim	Claim Amount	210,000,000	CAD
	Value of Voting Right	Same as above	
Amount of Withdrawal	Claim Amount	210,000,000	CAD
	Value of Voting Right	Same as above	
Amount of Difference	Claim Amount	0	Yen
	Value of Voting Right	Same as above	

Reason and Details of Withdrawal

Settlement



* Please attach another copy of this form.

Reference Number	04-21

Form for Change of Reorganization Claim(Withdraw)

Date of Claim: 26th day of July, 2010

Case Number: Heisei 22 (Mi) NO. 2

Company: Japan Airlines International Co., Ltd.

Claimant Address: 2235 Carson Road, Grand Forks, BC

Name: Karen McKay

(Representative' s name if the claimant is a company)

(TEL) 01-250-442-2957

(FAX) 01-250-442-2958

(Representative) Camp Fiorante Matthews

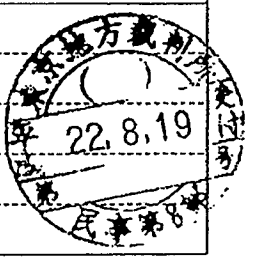
Reidar Mogerman (fix seal)

To: The 8th Division of the Civil Department of the Tokyo District Court

11th day of March, 2010 Amount of Claim	Claim Amount	3,000,000	CAD
	Value of Voting Right	Same as above	
Amount of Withdrawal	Claim Amount	3,000,000	CAD
	Value of Voting Right	Same as above	
Amount of Difference	Claim Amount	0	Yen
	Value of Voting Right	Same as above	

Reason and Details of Withdrawal

Settlement



* Please attach another copy of this form.

Reference Number	04-22

Form for Change of Reorganization Claim(Withdraw)

Date of Claim: 12th day of August 2010

Case Number: Heisei 22 (Mi) NO.2

Company: Japan Airlines International Co., Ltd.

Claimant Address: 6161 Cypihot, Ville St. Laurent

Name: Cartise Sports Inc.

(Representative' s name if the claimant is a company)

Raffaele D' Amore

(TEL) 514-383-3499

(FAX) 514-383-5405

(Representative) Liebman & Associates: 1, Westmount Square, Suite 1500, Montreal, Quebec. Tel: 514-846-0666. Fax: 514-935-2314

Irwin I. Liebman (fix seal)

To: The 8th Division of the Civil Department of the Tokyo District Court

22.8.19

PANAYIOTA YANNIOS # 115347

3rd day of March,2010 Amount of Claim	Claim Amount	55,000.00 CAD
	Value of Voting Right	Same as above
Amount of Withdrawal	Claim Amount	55,000.00 CAD
	Value of Voting Right	Same as above
Amount of Difference	Claim Amount Yen	0
	Value of Voting Right	Same as above
Reason and Details of Withdrawal		
Settlement		

* Please attach another copy of this form.

This is Exhibit "L" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Notary

HIROMICHI MATSUMOTO

CANADIAN TRANS-PACIFIC AIR PASSENGER CLASS ACTION NATIONAL SETTLEMENT AGREEMENT

Made as of December 1, 2010

Between

LORI RIEDIGER and DANIEL BARRETT

(the "Plaintiffs")

and

JAPAN AIRLINES INTERNATIONAL CO., LTD.

(the "Settling Defendant")

CANADIAN TRANS-PACIFIC AIR PASSENGER CLASS ACTION NATIONAL SETTLEMENT AGREEMENT

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CANADIAN TRANS-PACIFIC AIR PASSENGER CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT

RECITALS

A. WHEREAS the Proceeding has been commenced by the Plaintiffs in Ontario which alleges that the Defendants, including the Settling Defendant, participated in an unlawful conspiracy to raise, fix, maintain or stabilize the prices paid for Air Passenger Services in violation of Part VI of the *Competition Act* and the common law;

B. WHEREAS the Settling Defendant expressly denies and does not admit, through the execution of this Settlement Agreement, all allegations of unlawful conduct in the Proceeding;

C. WHEREAS there has been a corporate reorganization filing by the Settling Defendant and related entities in Japan, and related filings in the United States and Canada, resulting in the stay of the Proceeding as against the Settling Defendant;

D. WHEREAS the Plaintiffs, Class Counsel and the Settling Defendant agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against the Parties or evidence of the truth of any of the Plaintiffs' allegations against the Defendants, which the Settling Defendant expressly denies;

E. WHEREAS arm's-length settlement negotiations have occurred between Class Counsel and counsel for the Settling Defendant, resulting in this Settlement Agreement;

F. WHEREAS the Plaintiffs and Class Counsel have reviewed and fully understand the terms of this Settlement Agreement and, based on their analyses of the facts and law applicable to the Plaintiffs' claims, and having regard to the burdens and expense in prosecuting the Proceeding, including the risks and uncertainties associated with trials and appeals, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the classes they seek to represent;

G. WHEREAS the Settling Defendant is entering into this Settlement Agreement in order to achieve a final and nation-wide resolution of all claims asserted or which could have been asserted

against it by the Plaintiffs in the Proceeding, and to avoid further expense, inconvenience and the distraction of burdensome and protracted litigation;

H. WHEREAS the Parties therefore wish to, and hereby do, finally resolve on a national basis, without admission of liability, the Proceeding as against the Settling Defendant;

I. WHEREAS for the purposes of settlement only and contingent on approvals by the Canadian Court as provided for in this Settlement Agreement, the Parties have consented to certification of the Proceeding as a class proceeding and have consented to the Settlement Class and the Common Issue in the Proceeding; and

J. WHEREAS the Plaintiffs assert that they are adequate class representatives for the Settlement Class and will seek to be appointed representative plaintiffs in the Proceeding;

NOW THEREFORE, in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties that the Proceeding be settled and dismissed on the merits with prejudice as to the Settling Defendant only, without costs as to the Plaintiffs, the class they seek to represent or the Settling Defendant, subject to the approval of the Canadian Court, on the following terms and conditions:

SECTION 1 – DEFINITIONS

For the purpose of this Settlement Agreement only, including the Recitals and Schedules hereto:

(1) ***Account*** means an interest bearing trust account at a Canadian Schedule 1 bank in Ontario under the control of Sutts Strosberg LLP for the benefit of Settlement Class Members.

(2) ***Administration Expenses*** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable by the Plaintiffs, Class Counsel or otherwise for the approval, implementation and operation of this Settlement Agreement, including the costs of notices and claims administration but excluding Class Counsel Fees.

(3) ***Air Passenger Services*** means air passenger transportation services provided by the Defendants or alleged co-conspirators, or any predecessor, subsidiary or affiliate thereof, for persons for travel to or from Canada and Trans-Pacific Destinations.

(4) ***American Airlines Proceeding*** means the proposed class proceeding concerning passenger air services commenced against American Airlines Inc. in Ontario Court File No. CV-09-13516, as may be amended from time to time.

(5) ***CCAA Court*** means the Ontario Superior Court of Justice (Commercial List), being the court which granted an order on April 30, 2010, recognizing the Japan Proceeding as a "foreign main proceeding" for the purposes of the *Companies Creditors Arrangement Act* and all related ancillary relief to facilitate the global restructuring of the Settling Defendant's business.

(6) ***Canadian Court*** means the Class Action Court and/or the CCAA Court.

(7) ***Class Action Court*** means the Judge of the Ontario Superior Court of Justice who may be appointed as the case management and/or certification motion judge for the Proceeding.

(8) ***Claims Administrator*** means the person appointed to administer the Settlement Amount in accordance with this Settlement Agreement and any employees of such firm.

(9) ***Class Counsel*** means Harrison Pensa LLP, Camp Fiorante Matthews and Sutts, Strosberg LLP.

(10) ***Class Counsel Fees*** include the fees, disbursements, costs, interest, GST and other applicable taxes or charges of Class Counsel.

(11) ***Class Period*** means October 1, 2001 to August 1, 2007.

(12) ***Common Issue*** means: Did the Settling Defendant conspire to fix, raise, maintain or stabilize the prices of Air Passenger Services through the adoption and adjustment of Surcharges during the Class Period contrary to Part VI of the *Competition Act* and common law? If so, what damages, if any, did Settlement Class Members suffer?

(13) ***Defendants*** means Air Canada, All Nippon Airways, Asiana Airlines, Inc., Cathay Pacific Airways Ltd., Delta Air Lines Inc., Japan Airlines International Co., Ltd. (incorrectly named as "Japan Airlines Corporation"), Qantas Airways, Singapore Airlines Ltd., United Airlines, as well as any named or unnamed alleged co-conspirator who will or may be added as a defendant or third party in the Proceeding in the future, and specifically including Air New Zealand Limited and Korean Air Lines Co., Ltd.

(14) ***Distribution Protocol*** means the plan for holding or distributing the Settlement Amount and accrued interest, in whole or part, for or to Settlement Class Members, as approved by the Canadian Court which may, if directed by the Canadian Court, permit Class Counsel to use the Settlement Amount for the continued prosecution of the Proceeding and/or require the Settlement Amount to be held in trust until the resolution of the Proceeding in whole or in part.

(15) ***Effective Date*** means the date on which Final Orders have been received from the Canadian Court.

(16) ***Excluded Person*** means each Defendant, the directors and officers of each Defendant, the subsidiaries or affiliates of each Defendant, the entities in which each Defendant or any of that Defendant's subsidiaries or affiliates have a controlling interest and the legal representatives, heirs, successors and assigns of each of the foregoing.

(17) ***Final Order*** means a final court order, court judgment or equivalent decree certifying the Proceeding as a class proceeding, approving this Settlement Agreement and implementing it in accordance with its terms, once the time to appeal has expired without any appeal being taken, if an appeal lies, or once there has been affirmation of the court order, court judgment or equivalent decree upon a final disposition of all appeals, and for greater certainty and without limiting the foregoing, includes all court orders, court judgments or equivalent decrees required to approve and implement this Settlement Agreement, excluding any court orders, court judgments or equivalent decrees in relation to Class Counsel Fees or the Distribution Protocol.

(18) ***Japan Proceeding*** means the reorganization proceeding of the Settling Defendant and related parties brought under the *Corporate Reorganization Act* of Japan in the Tokyo District Court.

(19) ***Korean Air Proceeding*** means the proposed class proceeding concerning passenger air services commenced against Korean Air Lines Co., Ltd. in Ontario Court File No. 56747CP, as may be amended from time to time.

(20) ***Non-Settling Defendant*** means a Defendant that is not a Settling Defendant.

(21) ***Opt-Out Deadline*** means the date set by order of the Canadian Court by which all Opt-Out Forms must be submitted to the person appointed by the Canadian Court.

(22) ***Opt-Out Form*** means the form agreed to by the Plaintiffs and Settling Defendant and approved by the Canadian Court, to be completed by persons who fall within the Settlement Class and wish to opt-out of the Proceeding.

(23) ***Opt-Out Period*** means the period up to and including the Opt-Out Deadline, during which Opt-Out Forms may be submitted by persons who fall within the Settlement Class and wish to opt-out of the Proceeding.

(24) ***Other Actions*** means actions or proceedings, other than the Proceeding, relating to Released Claims commenced by a Settlement Class Member either before or after the Effective Date.

(25) ***Parties*** means the Plaintiffs, Settlement Class Members and the Settling Defendant.

(26) ***Plaintiffs*** means Lori Riediger and Daniel Barrett, individually and collectively.

(27) ***Proceeding*** means the action commenced in Ontario Court File No. CV-09-384304 (Toronto).

(28) ***Released Claims*** means any and all manner of claims, demands, actions, suits, proceedings, causes of action, whether class, individual or otherwise in nature, whether personal or subrogated, damages whenever incurred, liabilities of any nature whatsoever, including interest, costs, expenses, class administration expenses (including Administration Expenses), penalties, and lawyers' fees (including Class Counsel Fees), known or unknown, suspected or unsuspected, actual or contingent, liquidated or unliquidated, in law, under statute or in equity, in this or any other Canadian or foreign jurisdiction (all of the foregoing, collectively, are "Claims" or, individually, a "Claim"), that

Releasors, or any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, relating in any way to any conduct anywhere, from the beginning of time to the date hereof, in respect of surcharges charged for passenger air transportation services, specifically including, without limitation, any Claims in any way related to fuel surcharges, security surcharges, or insurance surcharges or fees, or relating to any conduct alleged (or which could have been alleged) in the Proceeding including, without limitation, any Claims, whether in Canada or elsewhere, resulting from or relating to the charging of Surcharges. However, nothing herein shall release any Claims for negligence, breach of contract, bailment, lost, delayed or damaged baggage, or comparable claim, between the Releasees and Releasors relating to Air Passenger Services.

(29) ***Releasees*** means, jointly and severally, individually and collectively, the Settling Defendant, Japan Airlines Corporation and JAL Capital Co., Ltd., and all of their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and their respective past, present and future officers, directors, employees, agents, shareholders, attorneys, trustees, servants and representatives; and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing, excluding always the Non-Settling Defendants.

(30) ***Releasors*** means, jointly and severally, individually and collectively, the Plaintiffs, Class Counsel and the Settlement Class Members on behalf of themselves and any person claiming by or through them as a parent, subsidiary, affiliate, predecessor, successor, shareholder, partner, director, owner of any kind, agent, employee, contractor, attorney, heir, executor, administrator, insurer, devisee, assignee or representative of any kind.

(31) ***Reorganization Plan*** means the global corporate restructuring plan submitted by the Settling Defendant and related entities to the Tokyo District Court in the Japan Proceeding on August 31, 2010, including any amendments which may be made.

(32) ***Settlement Agreement*** means this agreement, including the recitals and schedules.

(33) ***Settlement Amount*** means $350,000.00 in Canadian currency.

(34) ***Settlement Class*** means all persons who paid fares for Air Passenger Services during the Class Period which included Surcharges.

(35) ***Settlement Class Member*** means a member of the Settlement Class who does not validly opt-out of the Proceeding pursuant to this Settlement Agreement.

(36) ***Settling Defendant*** means Japan Airlines International Co., Ltd.

(37) ***Surcharges*** mean any and all surcharges or fees added onto fares for Air Passenger Services in respect of fuel, security and/or insurance, and excluding taxes.

(38) ***Trans-Atlantic Proceeding*** means the proposed class proceeding concerning passenger air services commenced in Ontario Court File No. CV-09-384306, as may be amended from time to time.

(39) ***Trans-Pacific Destinations*** means countries located in Asia and South Pacific serviced by direct and indirect long-haul air passenger flights of the Defendants that include, but are not limited to, Australia, China, Hong Kong, Japan, New Zealand, Singapore and South Korea.

(40) ***U.S. Proceeding*** means In re: Transpacific Passenger Air Transportation Antitrust Litigation, Case No. 07-cv-05634-CRB, MDL No. 1913.

(41) ***U.S. Settlement*** means the settlement agreement entered into on July 6, 2010 between the Settling Defendant and the plaintiffs in the U.S. Proceeding.

SECTION 2 – SETTLEMENT APPROVAL

2.1 All Reasonable Steps

The Parties shall take all reasonable steps to effectuate this settlement and to secure the prompt, complete and final dismissal with prejudice of the Proceeding as against the Settling Defendant, including cooperating in (i) the Settling Defendant's effort to obtain any approvals required by the CCAA Court regarding the approval and implementation of this Settlement Agreement, including the payment of the Settlement Amount, and (ii) the Plaintiffs' efforts to obtain

any approvals or orders required from the Canadian Court, regarding the approval or implementation of the Settlement Agreement, including orders certifying the Settlement Class for settlement purposes and approving the form and distribution of the notices contemplated by section 9 of this Settlement Agreement.

2.2 Motions for Approval

(1) After the Settlement Agreement is executed, the Settling Defendant shall bring any motion before the CCAA Court which is necessary to obtain an order permitting the obtaining of approval and implementation of this Settlement Agreement.

(2) Following receipt of any orders referred to in section 2.2(1) or in the event such orders are not required, the Plaintiffs shall bring motions before the Canadian Court for orders approving and implementing this Settlement Agreement, including any orders that may be necessary to approve the notices described in section 9, to certify the Proceeding as a class proceeding (for settlement purposes only) and to approve this Settlement Agreement. The orders sought by the Plaintiffs shall:

(a) approve the Settlement Agreement and its terms as being a fair, reasonable and adequate settlement for the Settlement Class and direct that the Settlement Agreement be consummated and implemented in accordance with its terms;

(b) determine that the notices provided for in section 9 of this Settlement Agreement constitute, under the circumstances, the most effective and practicable notice of this Settlement Agreement and constitute due and sufficient notice for all other purposes to all persons entitled to receive notice; and

(c) direct that, as to the Releasees, the Proceeding and any Other Actions be dismissed with prejudice and without costs as against the Settling Defendant.

(3) The orders referred to in sections 2.2(1) and (2) above shall be in a form agreeable to the Plaintiffs and Settling Defendant.

(4) This Settlement Agreement shall only become final on the Effective Date.

2.3 Pre-Motion Confidentiality

Until the first of the motions required by section 2.2 is brought, the Parties shall keep all of the terms of the Settlement Agreement confidential and shall not disclose them without the prior written consent of counsel for the Settling Defendant and Class Counsel, as the case may be, except as required for the purposes of financial reporting or the preparation of financial records (including tax returns and financial statements) or as otherwise required by law.

SECTION 3 – SETTLEMENT BENEFITS

3.1 Payment of Settlement Amount

(1) Within ten (10) business days after execution of this Settlement Agreement, the Settling Defendant shall pay the Settlement Amount to Sutts Strosberg LLP for deposit into the Account, in full satisfaction of the Released Claims against the Releasees.

(2) The Settling Defendant shall have no obligation to pay any amount in addition to the Settlement Amount, for any reason, pursuant to or in furtherance of this Settlement Agreement, except as provided for in section 9.2(4).

(3) Sutts Strosberg LLP shall maintain the Account as provided for in this Settlement Agreement. The monies in the Account shall be held by Sutts Strosberg LLP for the benefit of the Settlement Class Members. Sutts Strosberg LLP shall not pay out all or part of the monies in the Account, except in accordance with this Settlement Agreement, or in accordance with an order of the Canadian Court obtained on notice to the Settling Defendant.

3.2 Taxes and Interest

(1) Except as hereinafter provided, all interest earned on the Settlement Amount shall accrue to the benefit of the Settlement Class Members and shall become and remain part of the Account.

(2) Subject to section 3.2(3), all taxes payable on any interest which accrues on the Settlement Amount in the Account or otherwise in relation to the Settlement Amount shall be the responsibility of the Settlement Class Members. Class Counsel shall be solely responsible to fulfill all tax

reporting and payment requirements arising from the Settlement Amount in the Account, including any obligation to report taxable income and make tax payments. All taxes (including interest and penalties) due with respect to the income earned by the Settlement Amount shall be paid from the Account.

(3) The Settling Defendant shall have no responsibility to make any filings relating to the Account and shall have no responsibility to pay tax on any income earned by the Settlement Amount or pay any taxes on the monies in the Account, unless this Settlement Agreement is terminated, in which case the interest earned on the Settlement Amount in the Account shall be paid to the Settling Defendant who, in such case, shall be responsible for the payment of all taxes on such interest not previously paid by Class Counsel.

3.3 Cooperation

(1) The cooperation to be provided by the Settling Defendant under this section 3.3 shall be limited to the allegations made in the Proceeding and, for greater certainty, shall be limited to alleged conduct regarding the adoption and adjustment of Surcharges for Air Passenger Services during the Class Period (the "Alleged Conduct").

(2) All documents and other information provided by the Settling Defendant or its counsel to Plaintiffs and Class Counsel under this Settlement Agreement are confidential. Except as authorized by this Settlement Agreement, such documents and other information may not be disclosed to any person in any manner, directly or indirectly, by Class Counsel or any other person in any way for any reason, without the express prior written permission of the Settling Defendant, except that Class Counsel is permitted to provide such documents and information to the Plaintiffs' experts in the Proceeding. It is agreed that Class Counsel will take appropriate steps and precautions to ensure and maintain the confidentiality of such documents, information and any work product of Class Counsel and Plaintiffs' experts.

(3) All documents and other information provided by the Settling Defendant or its counsel to Plaintiffs and Class Counsel under this Settlement Agreement may be used by Class Counsel, the Plaintiffs and their experts only in connection with the prosecution of the Proceeding, and shall not

be used directly or indirectly for any other purpose, including the prosecution of any claim against the Releasees.

(4) If the Plaintiffs or Class Counsel intend to produce or file in the Proceeding any documents or other information provided by the Settling Defendant as cooperation under the Settlement Agreement (and such disclosure is not otherwise prohibited by the Settlement Agreement) which, at the time of being provided, were marked or designated by the Settling Defendant as "Confidential – Subject to Procedure Under Section 3.3(4) of the JAL Settlement Agreement", Class Counsel shall provide the Settling Defendant with an advance description of the documents or other information sought to be produced or filed in the Proceeding at least thirty (30) days in advance of the proposed production or filing, in order that the Settling Defendant may intervene for the purposes of obtaining a sealing or confidentiality order or similar relief. If the Settling Defendant intervenes for this purpose, Plaintiffs, Settlement Class Members and Class Counsel shall not oppose the position taken by the Settling Defendant.

(5) In the event that a person applies for an order requiring the Plaintiffs or Settlement Class Members to disclose or produce any documents or other information provided by the Settling Defendant as cooperation under this Settlement Agreement which, at the time of being provided, were marked or designated by the Settling Defendant as "Confidential – Subject to Procedure Under Section 3.3(4) of the JAL Settlement Agreement", Class Counsel shall notify the Settling Defendant of such application promptly upon becoming aware of it in order that the Settling Defendant may intervene to oppose such disclosure or production. In no circumstances shall Plaintiffs, Settlement Class Members or Class Counsel apply for or consent to such an application for disclosure or production.

(6) Within thirty (30) days after the Effective Date or at a time mutually agreed upon by the Parties, the Settling Defendant shall produce in Canada to Class Counsel the following information currently in existence, to the extent reasonably available;

(a) transaction data in electronic format for Surcharges which were adopted and adjusted by the Settling Defendant for Air Passenger Services during the Class Period;

(b) any documents provided by the Settling Defendant in the U.S. Proceeding that are relevant to the Alleged Conduct; and

(c) any pre-existing documents that may have been provided by the Settling Defendant to the Canadian Competition Bureau that are relevant to the Alleged Conduct, excluding any documents created for the purpose of being so provided.

(7) The obligation to produce documents pursuant to section 3.3(6) is a continuing one to the extent documents responsive to section 3.3(6) are identified following the initial productions. The Settling Defendant shall make reasonable efforts to provide the information specified above in section 3.3(6)(a) but cannot and does not make any representation that it can produce a complete set of the information described in section 3.3(6)(a), and it is understood and agreed that the failure to do so shall not constitute a breach or violation of this Settlement Agreement.

(8) Virtually all of the documents required to be produced by section 3.3(6) are, to the best of the Settling Defendant's knowledge, in the English language or have already been translated into the English language. If a document produced pursuant to section 3.3(6) is in Japanese, the Settling Defendant will, at Class Counsel's reasonable request, provide an English translation of that document.

(9) Commencing thirty (30) days after the Effective Date or at a time mutually agreed to by the Parties, counsel for the Settling Defendant will meet in Canada with Class Counsel, as often as is reasonably necessary, but for no more than twenty (20) hours in the aggregate, to provide information about the Alleged Conduct, including by providing an evidentiary proffer setting forth information originating with the Settling Defendant and in its possession about the Alleged Conduct and any potential testimony by current or former employees of the Settling Defendant. Notwithstanding any other provision of this Settlement Agreement, and for greater certainty, it is agreed that all statements made and information provided by counsel for the Settling Defendant are privileged, will be kept strictly confidential and will not be used by Class Counsel for any purpose other than the prosecution of the Proceeding.

(10) Sixty (60) days following the Effective Date, the Settling Defendant shall, at the request of Class Counsel, upon reasonable notice, and subject to any legal restrictions, make reasonable efforts to make available up to four (4) current and former officers, directors and employees of the Settling Defendant who have knowledge of the Alleged Conduct, to provide information regarding the Alleged Conduct in a personal interview with Class Counsel and/or experts retained by Class Counsel, at a location in North America chosen by the Settling Defendant within its sole discretion. Costs of these interviews shall be the responsibility of the Plaintiffs, excluding the interviewee's travel costs and the costs of an interpreter for translation from Japanese to English (if one is needed), both of which will be the responsibility of the Settling Defendant. If the officer, director or employee refuses to provide information, or otherwise cooperate, the Settling Defendant shall use reasonable efforts to make him/her available for an interview but the failure of the officer, director or employee to agree to make him or herself available, or to otherwise cooperate with the Plaintiffs, shall not constitute a violation of this Settlement Agreement.

(11) Subject to the rules of evidence, any court order with respect to confidentiality and the other provisions of this Settlement Agreement, the Settling Defendant agrees to produce at trial and/or discovery or through acceptable affidavits or other testimony in the Proceeding (including in relation to the certification motion), representatives qualified to establish for admission into evidence any of the Settling Defendant's documents and information provided as cooperation pursuant to this Settlement Agreement, and agrees to authenticate documents produced by the Defendants that were created by, sent to, or received by the Settling Defendant.

(12) Nothing in this Settlement Agreement shall require, or shall be construed to require, the Settling Defendant (or any of its former or current officers, directors or employees) to perform any act which would violate any provincial, federal or foreign law, to disclose or produce any documents or information prepared by or for counsel for the Settling Defendant, or to disclose or produce any documents or information in breach of any order, regulatory directive, rule or provincial, federal or foreign law, or subject to solicitor-client privilege, litigation privilege, or any other privilege, or to disclose or produce any information or documents they obtained on a privileged or co-operative basis from any person, including any party to any action or proceeding who is not a Settling Defendant.

(13) If any documents protected by any privilege and/or any privacy law or other rule or law of this or any applicable jurisdiction are accidentally or inadvertently produced, such documents shall be promptly destroyed and the documents and the information contained therein shall not be disclosed or used directly or indirectly, except with the express written permission of the Settling Defendant, and the production of such documents shall in no way be construed to have waived in any manner any privilege or protection attached to such documents.

(14) The Settling Defendant's obligation to cooperate as particularized in this section 3.3 shall not be affected by the release provisions contained in this Settlement Agreement. Unless this Settlement Agreement is not approved or is terminated (at which time the Settling Defendant's obligation to cooperate ceases), the Settling Defendant's obligations to cooperate shall cease at the date of final judgment in the Proceeding against all Defendants.

(15) The provisions set forth in this section 3.3 are the exclusive means by which the Plaintiffs, Class Counsel and Settlement Class Members may obtain discovery from the Settling Defendant or its current or former officers, directors or employees. The Plaintiffs, Class Counsel and Settlement Class Members agree that they shall not pursue any other means of discovery against the Settling Defendant or its current or former officers, directors or employees, whether in Canada or elsewhere and whether under the rules or laws of this or any other Canadian or foreign jurisdiction. Notwithstanding the above in this section 3.3(15), the Plaintiffs are at liberty to exercise any rights they have to seek to obtain discovery of any current or former officer, director or employee of the Settling Defendant who is put forward by the Settling Defendant under section 3.3(10) but fails to cooperate in accordance with that section.

(16) A material factor influencing the Settling Defendant's decision to execute this Settlement Agreement is its desire to limit the burden and expense of the Proceeding. Accordingly, Class Counsel agree to exercise good faith in seeking cooperation from the Settling Defendant, and to avoid seeking information that is unnecessary, cumulative or duplicative and agree otherwise to avoid imposing undue or unreasonable burden or expense on the Settling Defendant.

(17) Notwithstanding any other provision of this Settlement Agreement, the Settling Defendant (and any of its former or current officers, directors or employees) are not required to produce any

documents or information where such production would be contrary to the rules, laws or policies of a competition authority or would interfere with an ongoing investigation of the air passenger transportation industry by a competition authority.

SECTION 4 – DISTRIBUTION OF THE SETTLEMENT AMOUNT AND ACCRUED INTEREST

4.1 Distribution Protocol

(1) At the appropriate time, the Plaintiffs will bring a motion for approval of a Distribution Protocol and the monies in the Account shall be treated in accordance with the Distribution Protocol once approved.

4.2 No Responsibility for Administration or Fees

(1) The Settling Defendant shall not have any responsibility, financial obligations or liability whatsoever with respect to the investment, distribution or administration of monies in the Account including, but not limited to, Administration Expenses and Class Counsel Fees.

SECTION 5 – TERMINATION OF SETTLEMENT AGREEMENT

5.1 Events of Termination

(1) The Settlement Agreement shall be terminated in the event that:

(a) the Plaintiffs and Settling Defendant are unable to agree on the form of orders required pursuant to this Settlement Agreement or on the form or distribution of the notices required pursuant to this Settlement Agreement;

(b) the Canadian Court declines to approve this Settlement Agreement or any material part hereof;

(c) the Canadian Court approves this Settlement Agreement in a materially modified form; or

(d) any orders approving this Settlement Agreement made by the Canadian Court do not become Final Orders.

(2) In the event that the Reorganization Plan is not finally approved or is not fully implemented by both the Tokyo District Court and the CCAA Court, the Settling Defendant may terminate the Settlement Agreement.

(3) If the Settlement Agreement is terminated, except as provided for in Section 5.3, it shall be null and void and have no further force or effect, shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation.

(4) Any order, ruling or determination made by the Canadian Court with respect to Class Counsel's fees and disbursements or with respect to the Distribution Protocol shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide any basis for the termination of this Settlement Agreement.

5.2 If Settlement Agreement is Terminated

(1) If this Settlement Agreement is terminated:

(a) no motion to certify the Proceeding as a class proceeding on the basis of this Settlement Agreement or to approve this Settlement Agreement, which has not been heard, shall proceed;

(b) any order certifying the Proceeding as a class proceeding on the basis of the Settlement Agreement or approving this Settlement Agreement shall be set aside and declared null and void and of no force or effect, and anyone shall be estopped from asserting otherwise;

(c) any prior certification of the Proceeding as a class proceeding on the basis of the Settlement Agreement, including the definitions of the Settlement Class and the Common Issue, shall be without prejudice to any position that any of the Parties may later take on any issue in the Proceeding or any other litigation;

(d) within ten (10) days of such termination having occurred, Class Counsel shall destroy all documents or other information provided by the Settling Defendant as cooperation under this Settlement Agreement, or containing or reflecting information derived from such documents or other information and, to the extent Class Counsel has disclosed any documents or information provided by the Settling Defendant to any other person, shall recover and destroy such documents or information. Class Counsel shall provide the Settling Defendant with a written certification by Class Counsel of such destruction. Nothing contained in this paragraph shall be construed to require Class Counsel to destroy any of their work product;

(e) within thirty (30) days of such termination having occurred, Sutts Strosberg LLP shall return to the Settling Defendant all monies in the Account, including interest, less the cost of any notices incurred by Class Counsel which are intended to be paid out of the Account and not yet paid; and

(f) Class Counsel shall forthwith deliver consents in writing to counsel for the Settling Defendant authorizing the Settling Defendant to bring motions before the Canadian Court for orders:

(i) declaring this Settlement Agreement to be null and void and of no force or effect (except for the provisions sent in out in section 5.3),

(ii) setting aside any order certifying the Proceeding as a class proceeding on the basis of this Settlement Agreement, and

(iii) directing that the balance in the Account be paid to the Settling Defendant, including interest.

5.3 Survival of Provisions After Termination

(1) If this Settlement Agreement is terminated the provisions of sections 3.1(3), 3.2, 3.3(2), (3), (13) and (14), 5, 7 and 11 and the definitions applicable thereto shall survive the termination and continue in full force and effect. The definitions applicable thereto shall survive only for the limited

purpose of the interpretation of sections 3.1(3), 3.2, 3.3(2), (3), (13) and (14), 5, 7 and 11 within the meaning of this Settlement Agreement, but for no other purposes. All other provisions of this Settlement Agreement and all other obligations pursuant to this Settlement Agreement shall cease immediately.

(2) The Settling Defendant and Plaintiffs expressly reserve all of their respective rights if this Settlement Agreement does not become effective or if this Settlement Agreement is terminated.

SECTION 6 – RELEASES AND DISMISSALS

6.1 Release of Releasees

(1) Upon the Effective Date, and in consideration of the provision of cooperation and the payment of the Settlement Amount and for other valuable consideration set forth in the Settlement Agreement, the Releasors forever and absolutely release the Releasees from the Released Claims and agree that they will not seek to institute, maintain, prosecute or continue to prosecuté any suit, action or other proceeding, or collect from or proceed against the Releasees or any of them based on the Released Claims.

(2) The Plaintiffs and Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true with respect to the subject matter of the Settlement Agreement, and that it is their intention to release fully, finally and forever all Released Claims, and in furtherance of such intention, this release shall be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

6.2 Release by Releasees

Upon the Effective Date, each Releasee forever and absolutely releases each of the other Releasees from any and all Claims for contribution or indemnity with respect to the Released Claims.

6.3 Covenant Not To Sue

Notwithstanding section 6.1, for any Settlement Class Members resident in any province or territory where the release of one tortfeasor is a release of all other tortfeasors, the Releasors do not release the Releasees but instead covenant and undertake not to make any Claim in any way or to threaten, commence, or continue any proceeding in any jurisdiction against the Releasees in respect of or in relation to the Released Claims.

6.4 No Further Claims

The Releasors shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other person, any Claim against any Releasee or any other person who may claim contribution or indemnity from any Releasee in respect of any Released Claim or any matter related thereto, except for the continuation of the Proceeding against the Non-Settling Defendants.

6.5 Dismissal of the Proceeding

The Proceeding shall be dismissed with prejudice and without costs as against the Settling Defendant.

6.6 Dismissal of Other Actions and Claims Reserved

(1) Each Settlement Class Member shall be deemed to consent to the dismissal, without costs and with prejudice, of his, her or its Other Actions against the Releasees.

(2) All Other Actions commenced by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice.

(3) Except as provided herein, this Settlement Agreement does not settle, compromise, release or limit in any way whatsoever any Claim by Settlement Class Members against any person other than the Releasees.

SECTION 7 – EFFECT OF SETTLEMENT

7.1 No Admission of Liability

Whether or not this Settlement Agreement is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be deemed, construed or interpreted to be an admission of any violation of any provincial, federal or foreign statute or law, or of any wrongdoing or liability by any Defendant, or of the truth of any of the claims or allegations contained in the Proceeding or any other pleading filed by the Plaintiffs.

7.2 Agreement Not Evidence

The Parties agree that, whether or not it is terminated, this Settlement Agreement and anything contained herein, and any and all negotiations, documents, discussions and proceedings associated with this Settlement Agreement, and any action taken to carry out this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, criminal or administrative action or proceeding, except in a proceeding to approve and/or enforce this Settlement Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

7.3 Restrictions On Further Litigation

(1) No Class Counsel, nor anyone currently or hereafter employed by, associated with, or a partner with Class Counsel, may directly or indirectly participate or be involved in or in any way assist with respect to any Claim made by any person in relation to an alleged conspiracy in the passenger air transportation services industry or which is based on documents or other information provided by the Settling Defendant as cooperation under this Settlement Agreement, except in relation to the continued prosecution of the Proceeding against any Non-Settling Defendants. Moreover, these persons may not divulge to anyone for any purpose any information obtained in the course of the Proceeding or the negotiation and preparation or execution of this Settlement

Agreement, except to the extent such information is otherwise publicly available or unless ordered to do so by a court.

(2) It is agreed that subsection (1) above does not prevent Class Counsel from continuing to prosecute the Trans-Atlantic Proceeding, the Korean Air Proceeding and the American Airlines Proceeding on the understanding and agreement that no Claim has or will be asserted by the plaintiffs against the Settling Defendant in any of those Proceedings.

SECTION 8 – CERTIFICATION OR AUTHORIZATION FOR SETTLEMENT ONLY

(1) The Parties agree that the Proceeding shall be certified as a class proceeding solely for purposes of settlement of the Proceeding and the approval of this Settlement Agreement by the Canadian Court.

(2) The Plaintiffs agree that, in the motion for certification of the Proceeding as a class proceeding and for the approval of this Settlement Agreement, the only common issue that they will seek to define is the Common Issue and the only class that they will assert is the Settlement Class.

SECTION 9 – NOTICE TO SETTLEMENT CLASS

9.1 Notices Required

The notice that the Settlement Class shall receive will include information concerning (i) the hearing at which the Canadian Court will be asked to approve the Settlement Agreement; (ii) the certification of the Proceeding as a class proceeding and the approval of this Settlement Agreement if granted by the Canadian Court; (iii) the core elements of the Settlement Agreement; and (iv) any process by which persons who fall within the Settlement Class may apply to obtain compensation or to opt-out of the Proceeding.

9.2 Form and Distribution of Notices

(1) The form of the notice referred to in section 9.1 and the manner and extent of its publication and distribution shall be as agreed to by the Plaintiffs and Settling Defendant and approved by the Canadian Court.

(2) The Plaintiffs and Settling Defendant agree to make best efforts to work with the parties to the U.S. Settlement to coordinate and combine the distribution of the notice of this Settlement Agreement, the U.S. Settlement and any other settlements that have or may be reached in the Proceeding or U.S. Proceeding, in order to reduce duplication in mailings and publications, increase efficiency and reduce costs.

(3) The Plaintiffs and Settling Defendant agree that the notice referred to in section 9 shall be distributed in a manner which is reasonable in the circumstances.

(4) The Settling Defendant shall contribute up to a maximum of $100,000 in Canadian currency for the cost of the notice required pursuant to section 9.1. In the event that the Plaintiffs reach a settlement with one or more of the Non-Settling Defendants or American Airlines Inc. and the notice referred to in section 9.1 applies to both this Settlement Agreement and such additional agreements reached by the Plaintiffs, the contribution by the Settling Defendant for the cost of the notice required under section 9.1 shall be reduced such that each party to whom the notice applies shall pay an amount proportionate to its respective settlement payment.

SECTION 10 – ADMINISTRATION AND IMPLEMENTATION

10.1 Mechanics of Administration

Except to the extent provided for in this Settlement Agreement, the mechanics of the implementation and administration of this Settlement Agreement and Distribution Protocol shall be determined by the Canadian Court on motions brought by Class Counsel.

10.2 Right to Opt-Out

(1) Any person who falls within the Settlement Class has the right to opt out of the Proceeding. Any person who elects to opt out of the Proceeding must complete the Opt Out Form and file it with the person designated to receive the Opt Out Form by the Opt Out Deadline.

(2) Each Opt Out Form shall disclose the name, address, email address and phone number of the person(s) seeking to opt out of the Proceeding. Additionally, each Opt Out Form shall contain the executed statement: "I/we hereby request that I/we be excluded from the proposed settlement class in the Canadian Trans-Pacific Air Passenger Services Class Action."

(3) Any person who validly opts out shall be excluded from the Settlement Class and the continuing Proceeding against the Non-Settling Defendants, including any future settlements or judgments, and shall have no rights with respect to this Settlement Agreement, including the Settlement Amount.

(4) Any person who falls within the Settlement Class who does not validly opt out of the Proceeding in accordance with this Settlement Agreement shall be deemed to have elected to participate in this Settlement Agreement and in the remainder of the Proceeding, and shall be for all purposes a Settlement Class Member for the duration of the Proceeding.

(5) The person designated by the Canadian Court to receive the Opt Out Forms shall forward to Class Counsel and to counsel for the Settling Defendant copies of all Opt Out Forms as they are received, but in any event, within ten (10) days of the expiration of the Opt-Out Deadline.

SECTION 11 – CLASS COUNSEL FEES AND ADMINISTRATION EXPENSES

(1) Class Counsel may seek the Canadian Court's approval to pay Class Counsel Fees and Administration Expenses contemporaneous with seeking approval of this Settlement Agreement.

(2) Except as provided in section 11(1), Class Counsel Fees and Administration Expenses may only be paid out of the Account after the Effective Date.

(3) The Settling Defendant shall not be liable for any fees, disbursements or taxes of any of Class Counsel's, the Plaintiffs' or Settlement Class Members' respective lawyers, experts, advisors, agents, or representatives.

SECTION 12 – MISCELLANEOUS

12.1 Motions for Directions

(1) Any Class Counsel or Settling Defendant may apply to the Canadian Court for directions in respect of the implementation and administration of this Settlement Agreement or Distribution Protocol.

(2) All motions contemplated by this Settlement Agreement shall be on notice to the Parties.

12.2 Releasees Have No Liability for Administration

The Releasees have no responsibility for and no liability whatsoever with respect to the administration of the Settlement Agreement or Distribution Protocol.

12.3 Headings, etc.

In this Settlement Agreement:

(a) the division of the Settlement Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Settlement Agreement;

(b) the terms "this Settlement Agreement", "hereof", "hereunder", "herein", and similar expressions refer to this Settlement Agreement and not to any particular section or other portion of this Settlement Agreement, and;

(c) any reference to a "person" includes an individual and all types of business, legal, personal representative and government entities, and all of their heirs, predecessors, successors representatives or assignees.

12.4 Computation of Time

In the computation of time in this Settlement Agreement, except where a contrary intention appears,

(a) where there is a reference to a number of days between two events, the number of days shall be counted by excluding the day on which the first event happens and including the day on which the second event happens, including all calendar days; and

(b) only in the case where the time for doing an act expires on a holiday, the act may be done on the next day that is not a holiday.

12.5 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario.

12.6 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

12.7 Amendments

This Settlement Agreement may not be modified or amended except in writing and on consent of all Parties hereto and any such modification or amendment must be approved by the Canadian Court.

12.8 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of, the Plaintiffs, the Settling Defendant, the Releasees and all of their successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made herein by the Plaintiffs shall be binding upon all Releasors and each and every covenant and agreement made herein by the Settling Defendant shall be binding upon all of the Releasees.

12.9 Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

12.10 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

12.11 Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais. Nevertheless, the Settling Defendant shall prepare a French translation of the Settlement Agreement as and when is necessary or required by the Canadian Court. The Parties agree that such translation is for convenience only. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall be considered.

12.12 Transaction

The present Settlement Agreement constitutes a transaction in accordance with Articles 2631 and following of the *Civil Code of Quebec*, and the Parties are hereby renouncing to any errors of fact, of law and/or of calculation.

12.13 Recitals

The recitals to this Settlement Agreement are true and form part of the Settlement Agreement.

12.14 Schedules

The Schedule annexed hereto forms part of this Settlement Agreement.

12.15 Acknowledgements

Each of the Parties hereby affirms and acknowledges that:

(a) he, she or a representative of the Party with the authority to bind the Party with respect to the matters set forth herein has read and understood the Settlement Agreement;

(b) the terms of this Settlement Agreement and the effects thereof have been fully explained to him, her or the Party's representative by his, her or its counsel;

(c) he, she or the Party's representative fully understands each term of the Settlement Agreement and its effect; and

(d) no Party has relied upon any statement, representation or inducement (whether material, false, negligently made or otherwise) of any other Party with respect to the first Party's decision to execute this Settlement Agreement.

12.16 Authorized Signatures

Each of the undersigned represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement.

12.17 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

For Plaintiffs and for Class Counsel:

Heather Rumble Peterson
Sutts, Strosberg LLP
Barrister and Solicitors
600-251 Goyeau Street
Windsor, ON N9A 6V4

Telephone: 519-561-6216
Facsimile: 519.561.6203
Email: hpeterson@strosbergco.com

Jonathan J. Forman
Harrison Pensa LLP
450 Talbot Street
London, ON N6A 4K3

Telephone: 519-661-6775
Facsimile: 519-667-3362
Email: jforeman@harrisonpensa.com

J.J. Camp
Camp Fiorante Matthews
400-856 Homer Street
Vancouver, BC V6B 2W5

Telephone: 604-331-9520
Facsimile: 604-689-7554
Email: jjcamp@cfmlawyers.ca

For Settling Defendant:

Sandra A. Forbes
Davies Ward Phillips & Vineberg LLP
1 First Canadian Place, 44th Floor
Toronto ON Canada M5X 1B1

Telephone: 416-863-5574
Facsimile: 416-868-0871
Email: sforbes@dwpv.com

12.18 Date of Execution

The Parties have executed this Settlement Agreement as of the date on the cover page.

LORI RIEDIGER and DANIEL BARRETT

By: _____
Name: Sutts Strosberg LLP
Title: Class Counsel

By: _____
Name: Harrison Pensa LLP
Title: Class Counsel

By: _____
Name: Camp Fiorante Matthews
Title: Class Counsel

For Settling Defendant:

Sandra A. Forbes
Davies Ward Phillips & Vineberg LLP
1 First Canadian Place, 44th Floor
Toronto ON Canada M5X 1B1

Telephone: 416-863-5574
Facsimile: 416-868-0871
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By: _____
Name: Sutts Strosberg LLP
Title: Class Counsel

By: _____
Name: Harrison Pensa LLP
Title: Class Counsel

By: _____
Name: Camp Fiorante Matthews
Title: Class Counsel

For Settling Defendant:

Sandra A. Forbes
Davies Ward Phillips & Vineberg LLP
1 First Canadian Place, 44th Floor
Toronto ON Canada M5X 1B1

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By: _____
Name: Sutts Strosberg LLP
Title: Class Counsel

By: _____
Name: Harrison Pensa LLP
Title: Class Counsel

By: _____
Name: Camp Fiorante Matthews
Title: Class Counsel

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JAPAN AIRLINES INTERNATIONAL CO., LTD.

By: _____

Name: Davies Ward Phillips & Vineberg LLP

Title: Canadian Counsel

This is Exhibit "M" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Notary

HIROMICHI MATSUMOTO

Chapter 3 Basic Policy of the Reorganization Plan

I Basic Idea of the Reorganization Plan

1 Basic Policy for Reconstruction of the Three Debtor Companies

The domestic and international aviation business in which the JAL Group is engaged is an important infrastructure and a highly public business in Japan. It also has great influence in our country's growth strategy to maintain and enhance Japan's economic competitiveness in the international community.

The JAL Group must reconstruct itself in the aviation industry which faces increasing competition on a global basis.

Therefore, it is necessary for the JAL Group, in order to enhance its earning capacity, to continue a thorough implementation of the measures relating to the business reconstruction as discussed in Chapters 1 and 2 above, as well as to obtain discharge of debts and carry out other necessary modification of rights regarding Reorganization Claims, implement capital increase and reduction, and carry out financial restructuring.

In light of the public nature and importance of the JAL Group's business, the Trustees believe that, in order to successfully reconstruct the JAL Group including the Three Debtor Companies as soon as possible, on the premise that safety be ensured first and foremost, and by restoring credibility, enhancing sales power, and thoroughly reviewing profit structure, it is necessary to complete the reorganization proceedings at an early point and restart as a new Japan Airlines.

In this Reorganization Plan, with regards to repayment of Reorganization Claims, the principle is that installment payments will be made over seven years primarily; however, we intend to make efforts to achieve early lump-sum payment ahead of schedule by refinancing in March 2011, through continuous consultation with the financial institutions who are major creditors, and other financial institutions including those newly engaged in transactions with us.

2 Merger of the Three Debtor Companies and Merging Subsidiaries

(1) Position of the Three Debtor Companies and Merging Subsidiaries

□Japan Airlines Corporation (JALS)

Holding company for the JAL Group

□Japan Airlines International, Co., Ltd. (JALI)

Core business entity for the JAL Group

□JAL Capital Co., Ltd. (JLC)

Subsidiary handling the financial divisions of the JAL Group

□JALways Co., Ltd. (JAZ)

International aviation subsidiary for the JAL Group

□JAL LIVRE Co., Ltd. (AAZ)

Subsidiary handling the accounting divisions of the JAL Group

(2) Single Entity

JALS is a holding company for the JAL Group, and JLC and the merging subsidiaries are substantially one of the business departments of JALI.

Although the Three Debtor Companies and merging subsidiaries are formally separate corporations, and each corporation has a different asset and debt situation, they all have common names such as Japan Airlines or JAL as part of their corporate names, many of their officers and employees are dispatched from JALI, and their business had been carried out in the same business space as JALI. In addition, historically, the Three Debtor Companies and merging subsidiaries have mainly relied on the credibility of JALI when they obtain financing from financial institutions or when they intend to develop their businesses. This is clearly shown by the existence of an enormous amount of internal claims and overlapping claims.

Therefore, JALS, JLC, and merging subsidiaries are indivisibly-united with JALI in terms of capital relationship as well as personal relationship and organization, and are strongly bound, so by viewing them as one unit, the actual condition of the Three Debtor Companies can be properly grasped.

Because the Three Debtor Companies and merging subsidiaries are substantially a single entity, it is most reasonable and efficient to reorganize them as one unit. In addition, for the modification of rights for Reorganization Claims, treating Reorganization Claims for the Three Debtor Companies in an equal manner will bring about the fairest and the most equitable result to the interested parties.

In this view, it is necessary to design the Reorganization Plan so that it fits with the reality of the Three Debtor Companies being a single business entity.

(3) Merger and Equal Repayment

From this point of view, the Three Debtor Companies and merging subsidiaries will merge, with JALI as the surviving entity, and the repayment rate for the Reorganization Claims shall be the same for all companies (so-called par rate repayment).

3 Way of Raising Funds for Repayment

Funds for repayment shall be as follows:

(1) Cash and deposits, and operating revenue

(2) Paid-in capital for issuance of new shares
(3) Loans upon court approval
(4) Proceeds from sale of assets

TRANSLATION FOR REFERENCE PURPOSE ONLY

II Outline of the Reorganization Plan

1 Merger and Modification of Rights

(1) After absorbing and merging with the reorganizing companies JALS and JLC, JALI will acquire all outstanding shares gratis, and cancel all of its treasury shares. JALI will receive pay-in from the Enterprise Turnaround Initiative Corporation of Japan (ETIC) and issue shares for subscription.

(2) JALI will absorb and merge with JAZ and AAZ.

(3) All internal reorganization claims and other claims and obligations among the Three Debtor Companies will extinguish with the merger (extinguishment of internal claims).

(4) Merger will take effect on the day following the day of confirmation of the Reorganization Plan.

(5) Modification of rights for Reorganization Claims will take place on the day following the day of confirmation of the Reorganization Plan following the merger of the Three Debtor Companies.

2 Handling of Overlapping Claims

(1) Definition of Overlapping Claims

In cases where holders of secured reorganization claims or holders of unsecured reorganization claims have fixed secured reorganization claims or fixed unsecured reorganization claims against more than one of the Three Reorganization Companies, if the multiple claims are either (i) principal claims and guarantee claims(including rights to enforce security) or (ii) joint and several claims, where the purpose thereof is the receipt of the same benefit, and where a repayment for one claim extinguishes the other claim, such multiple claims are referred to as overlapping claims.

When the amounts of the multiple claims differ from one another, the overlapping portion will be referred to as the overlapping claim.

(2) Treatment of Overlapping Claims

(A) If one is a secured reorganization claim and the other is an unsecured reorganization claim, the secured reorganization claim will be subject to repayment, and the unsecured reorganization claim will be discharged.

(B) If both of the overlapping claims are unsecured reorganization claims, the claim for principal obligation will be subject to repayment, and the claim for performance of the guarantee obligation will be discharged. If the relationship of the overlapping unsecured reorganization claims is either joint liability claims or

quasi-joint liability claims, only one will be subject to repayment, and the other will be discharged.

(C) If one is a claim consisting of a secured reorganization claim and an unsecured reorganization claim, and the other is an unsecured reorganization claim, (A) will be applied to the extent of the secured reorganization claim, and for any portion exceeding this, (B) will be applied.

(D) If one is a claim consisting of a secured reorganization claim and an unsecured reorganization claim, and the other is a secured reorganization claim, and if a part of these claims are overlapping claims, first, one secured reorganization claim will be subject to repayment, and next, (A) will be applied for the other secured reorganization claim.

3 **Secured Reorganization Claims**

(1) Principles on Modification of Rights and Repayment Method

Fixed secured reorganization claims shall be repaid in full, by means of equal installment payments, once a year every year between 2012 and 2018 on the last day of March.

However, with court approval, the Trustees can make lump-sump payments, even during the term of equal installment payments.

In the case where an early lump-sum payment ahead of schedule is made, if there are holders of secured reorganization claims who have agreed with Trustees not to receive accelerated repayment, Trustee may choose not to make accelerated repayment just to such holders of secured reorganization claims.

(2) Provisions on Collateral Assets subject to Disposal Price-Linked Repayment Method

If Trustees execute a purchase and sale agreement or other disposal agreement by March 10, 2011, for the collateral assets slated for disposal, repayment shall be made as follows:

(A) If the actual proceeds exceed the secured reorganization claim, actual proceeds will be paid in full. In this case, the difference between the actual proceeds and the secured reorganization claim shall be considered to be additionally repaid to the holder of the secured reorganization claim.

(B) If the actual proceeds fall short of the secured reorganization claim, actual proceeds will be paid in full. As for the portion of the secured reorganization claim exceeding the amount of actual proceeds, the modification of rights and repayment method for unsecured reorganization claims shall be applied.

4 **Preferred Reorganization Claims**

(1) Taxes

After receiving a waiver of overdue taxes, the amount remaining after the waiver will be paid either within one month from the day of confirmation of the Reorganization Plan or on January 19, 2011, whichever comes first.

(2) Labor Claims

Fixed labor claims will be paid in full within three months from the day of confirmation of the Reorganization Plan.

Retirement pension claims and loss-of-license pension claims will be repaid on the days prescribed by the relevant regulations.

5 **Unsecured Reorganization Claims**

(1) Details of the Modification of Rights and the Principle of Repayment Method

(A) Modification of Rights

For fixed unsecured reorganization claims, exclusive of interest etc. accrued after commencement of the corporate reorganization proceedings which will be discharged in its entirety (hereinafter "Unsecured Principal Claims"), after deduction of extinguishing overlapping claims, 87.5% will be discharged on the day following the day of confirmation of the Reorganization Plan (repayment rate 12.5%).

(B) Repayment Method

For the amount remaining after the discharge, equal installment payments will be made once a year between 2012 and 2018 on the last day of March.

However, with court approval, the Trustees can make lump-sump payments, even during the term of equal installment payments.

In the case where an early lump-sum payment ahead of schedule is made, if there are holders of unsecured reorganization claims who have agreed with Trustees not to receive accelerated repayment, Trustee may choose not to make accelerated repayment just to such holders of unsecured reorganization claims.

(2) Provisions on Rights to Demand Performance of Guarantee Liabilities

As for the right to demand performance of guarantee liabilities by the Three Debtor Companies other than for overlapping claims, as long as the primary debtor continues to make the stipulated repayments, modification of rights and repayment are suspended. In the event that the acceleration clause is invoked against the primary debtor, on the day Trustees receive notice, the balance remaining after deducting the

amount the primary debtor paid by such day from the fixed unsecured reorganization claim amount is deemed the fixed unsecured reorganization claim amount, and in the same manner as that described for unsecured reorganization claims in (1) above, modification of rights and repayment will be carried out.

(3) Provisions concerning Pension Fund Claims

To ensure consistency with the reduction of pension benefits as set forth in "Chapter 1, Section 3, Part II, 5 (11)," modification of rights and repayment method for pension fund claims shall be as follows:

(A) Modification of Rights

(i) On the day following the day of confirmation of the Reorganization Plan, premium rate on No. 1 pension (company payment portion) relating to premiums for JAL Corporate Pension Fund shall be modified from 49‰ to 43‰.

(ii) On the day following the day of confirmation of the Reorganization Plan, premium rate on special premiums relating to premiums for JAL Corporate Pension Fund shall be modified from 196‰ to 161‰.

(B) Repayment Method

(i) Premiums that are overdue on the day of confirmation of the Reorganization Plan

A lump-sum payment will be made within three months from the day of confirmation of the Reorganization Plan.

(ii) Premiums that are not yet due on the day of confirmation of the Reorganization Plan

To be paid as stipulated in [Appendix 12-1 Summary of Amended Pension System] "Part II, 2."

(4) Provisions concerning the Repayment Method for Domestic Corporate Bond Claims

A lump-sum payment will be made within three months from the day of confirmation of the Reorganization Plan.

6 Interest, etc. Accrued after Commencement of the Corporate Reorganization Proceedings

To be discharged in its entirety.

7 Interests and Damages

Repayments made under the Reorganization Plan by the respective due dates shall be free of interests and damages.

TRANSLATION FOR REFERENCE PURPOSE ONLY

8 **Modification of Rights for Shares, etc.**

After merging with JALS and JLC, JALI will acquire all outstanding shares gratis, and cancel all of its treasury shares. JALI will receive pay-in from ETIC and issue shares for subscription.

The amounts of new stated capital, etc. of the post-merger JALI are as follows:

Stated capital: 175 billion yen

Capital reserves: 175 billion yen

Chapter 4 Modification of Rights and Methods of Repayment and Payment of Reorganization Claims

Section 1 Modification of Rights of Overlapping Claims against the Three Debtor Companies

I Definition of Overlapping Claims

In cases where holders of secured reorganization claims or holders of unsecured reorganization claims have fixed secured reorganization claims or fixed unsecured reorganization claims against more than one of the Three Debtor Companies, if the multiple claims are either (i) principal claims and guarantee claims, etc. (including rights to enforce security) or (ii) joint and several claims, where the purpose thereof is the receipt of the same benefit, and where a repayment for one claim extinguishes the other claim, such multiple claims are referred to as overlapping claims.

When the amounts of the multiple claims differ from one another, the overlapping portion will be referred to as the overlapping claim.

II Treatment of Overlapping Claim

1 If one is a secured reorganization claim and the other is an unsecured reorganization claim, the secured reorganization claim will be subject to repayment, and the unsecured reorganization claim will be discharged.

2 If both of the overlapping claims are unsecured reorganization claims, the claim for principal obligation will be subject to repayment, and the claim for performance of the guarantee obligation will be discharged. If the relationship of the overlapping unsecured reorganization claims is either joint liability claims or quasi-joint liability claims, only one will be subject to repayment, and the other will be discharged.

3 If one is a claim consisting of a secured reorganization claim and an unsecured reorganization claim, and the other is an unsecured reorganization claim, Item 1 will be applied to the extent of the secured reorganization claim, and for any portion exceeding this, Item 2 will be applied.

4 If one is a claim consisting of a secured reorganization claim and an unsecured reorganization claim, and the other is a secured reorganization claim, and if a part of these claims are overlapping claims, first, one secured reorganization claim will be subject to repayment, and next, Item 1 will be applied for the other secured reorganization claim.

III Details of Modification of Rights

Details of claims enforceable under Part II above shall be as set forth in the column "Enforceable Claims" in [Appendix 8 List of Overlapping Claims], and claims to be discharged in their entirety shall be as set forth in the column "Extinguishing Claims" in the same list.

The Extinguishing Claims will be discharged in their entirety on the day following the day of confirmation of the Reorganization Plan.

Section 2 Secured Reorganization Claims

I Modification of Rights of Secured Reorganization Claims

1 Fixed Secured Reorganization Claims

(1) JALI

(unit: yen)

Type of Collateral	Number of Items	Amount of Fixed Secured Reorganization Claims	Appendix
Aircraft	106	200,134,848,220	15-1□16-1
Real Estate	109	9,391,000,488	15-2□16-2
Spare Motors	44	23,420,215,505	15-3□16-3
Mechanical Equipments	34	3,311,921,275	15-4□16-4
Inventory Goods	10	9,447,386,758	15-5□16-5
Listed Securities	9	16,983,789,386	15-7□16-6
Non-listed Securities	20	18,854,078,003	15-8□16-7
Lease	1	4,320,750	15-6
Deposits	9	9,895,108,836	17
Total	□	291,442,669,221	—

(2) JALS

(unit: yen)

Type of Collateral	Number of Items	Amount of Fixed Secured Reorganization Claims	Appendix
Listed Securities	5	3,742,220,000	16-6

(3) JLC

(unit: yen)

Type of Collateral	Number of Items	Amount of Fixed Secured Reorganization Claims	Appendix
Aircraft	1	800,415,000	15-1

(4) Three Debtor Companies in Total

(unit: yen)

Total	□	295,985,304,221	—

2 Principles on Modification of Rights and Repayment Method

(1) Modification of Rights and Repayment Method

The fixed secured reorganization claims set forth in the Appendixes of Item 1 above shall be repaid in full by means of equal installment payments, once a year every year between 2012 and 2018 on the last day of March, as set forth in the same Appendixes.

However, Part II shall be applied to secured reorganization claims relating to collateral assets slated for disposal, and Part III shall be applied to secured reorganization claims relating to deposits.

(2) Lump-sum Payment ahead of Schedule

Notwithstanding the provisions set forth in Paragraph (1) above, with court approval, the Trustees can make repayments of installment debt ahead of schedule.

However, in the case where an early lump-sum payment ahead of schedule is made, if there are holders of secured reorganization claims who have agreed with Trustees not to receive accelerated repayment, Trustee may choose not to make accelerated repayment just to such holders of secured reorganization claims.

(3) Sale of Collateral Assets for Secured Reorganization Claims

Upon prior consultation with holders of secured reorganization claims, and with court approval, the Trustees may sell the collateral assets for secured reorganization claims, even if they are not assets slated for disposal with respect to which Part II would be applied, or even after the applicable period of Part II.

Upon the Trustee's written request, secured parties shall provide to the Trustees within two weeks of such request the documents that are necessary to cancel the relevant security interest.

In selling such collateral assets, for secured parties holding interest in such collateral, the Trustees shall convert the relevant security interest into a pledge of fixed-term deposits in the name of Trustees, the amount being the remaining amount of "amount of fixed secured reorganization claims". Thereafter, the security interest remains on the relevant deposits.

However, such conversion into a pledge shall not affect the modification of rights and repayment method for the secured reorganization claims.

II Provisions in cases where Collateral Assets are Disposed

1 Definitions

(1) Collateral Assets Slated for Disposal

"Collateral Assets Slated for Disposal" shall mean the collateral assets for secured reorganization claims set forth in the following Appendixes.

[Appendix 16-1 List of Collateral Assets Slated for Disposal (Aircraft)]

[Appendix 16-2 List of Collateral Assets Slated for Disposal (Real Estate)]

[Appendix 16-3 List of Collateral Assets Slated for Disposal (Movable Property (Spare Motors))]

[Appendix 16-4 List of Collateral Assets Slated for Disposal (Movable Property (Mechanical Equipments))]

[Appendix 16-5 List of Collateral Assets Slated for Disposal (Movable Property (Inventory Goods))]—

[Appendix 16-6 List of Collateral Assets Slated for Disposal (Listed Securities)]

[Appendix 16-7 List of Collateral Assets Slated for Disposal (Non-listed Securities)]

(2) Actual Proceeds

"Actual Proceeds" shall mean the amount obtained by deducting the costs (excluding consumption tax and local consumption tax) set forth in the List of Costs to be Deducted below from the sale price or the minimum sale guaranteed amount (excluding consumption tax and local consumption tax) for consignment sale with minimum sale price guarantee (only for inventory goods) of each collateral asset.

For costs that are not fixed as of March 10, 2011, the amount estimated by the Three Debtor Companies shall be deducted.

[List of Costs to be Deducted]

Real Estate	Aircraft	Spare Motors	Inventory Goods	Mechanical Equipments	Securities
Survey Cost	Sale Maintenance Cost	Transportation Cost	Commission for Payout and Packing	Packing Cost	Commission
Soil Investigation Cost	Maintenance Material Cost	Packing Cost	Transportation Cost	Transportation Cost	Other Sale Costs
Registration	Conservation	Customs	Customs	Cost for	

Procedure Cost	and Maintenance Cost	Clearance Commission	Clearance Commission	Carrying-out from Installed Facilities	
Property Transfer Cost	Additional Sale Maintenance Cost	Business Management Commission	Business Management Commission	Customs Clearance Commission	
Building Demolition Cost	Ferry Cost	Agent's Commission	Storage Commission	Agent's Commission	
Property Tax City Planning Tax (*1, *2)	Parking Charge after Line-out	Other Sale Costs	Agent's Commission	Other Sale Costs	
Real Estate Maintenance Cost (*2)	Registration Application Fee		Other Sale Costs		
Agent's Commission	Customs Clearance Commission				
Other Sale Costs	Agent's Commission				
	Other Sale Costs				

*1 From the day of confirmation of the Reorganization Plan until the day before the closing day of transaction.

*2 Tax for the period during which the Three Debtor Companies actually used the real estate shall not be deducted and will be borne by the Three Debtor Companies.

(3) Sale, etc.

"Sale, etc." shall mean sale or consignment sale with minimum sale price guarantee.

(4) Holders of Secured Reorganization Claims having Direct Interest

"Holders of Secured Reorganization Claims having Direct Interest" shall mean, holders of secured reorganization claims whose secured reorganization claim's amount (hereinafter, the "relevant secured reorganization claim amount") should have been

reduced if the evaluation amount of the collateral assets (hereinafter, the "relevant evaluation amount") were equal to the Actual Proceeds, in situations where the Actual Proceeds from Sale, etc. of Collateral Assets Slated for Disposal fall short of the relevant asset evaluation amount.

(5) Shortfall of Secured Reorganization Claims

"Shortfall of Secured Reorganization Claims" shall mean the difference between the relevant evaluation amount and Actual Proceeds, in situations where the Actual Proceeds from Sale, etc. of Collateral Assets Slated for Disposal fall short of the relevant evaluation amount.

(6) Modified Secured Reorganization Claim Amount

"Modified Secured Reorganization Claim Amount" shall mean the remaining amount obtained by deducting Shortfall of Secured Reorganization Claims from the relevant secured reorganization claim amount, in situations where the Actual Proceeds from Sale, etc. of Collateral Assets Slated for Disposal fall short of the relevant valuation amount.

(7) Holders of Unsecured Reorganization Claims having Direct Interest

"Holders of Unsecured Reorganization Claims having Direct Interest" shall mean, holders of unsecured reorganization claims whose unsecured reorganization claim's amount should have been regarded as secured reorganization claims, if the relevant evaluation amount were equal to the Actual Proceeds, in situations where the Actual Proceeds from Sale, etc. of Collateral Assets Slated for Disposal exceed the relevant evaluation amount.

(8) Modified Unsecured Reorganization Claim Amount

"Modified Unsecured Reorganization Claim Amount" shall mean, the amount of unsecured reorganization claims which should have been regarded as secured reorganization claims, if the relevant valuation amount were equal to the Actual Proceeds, in situations where the Actual Proceeds from Sale, etc. of Collateral Assets Slated for Disposal exceed the relevant valuation amount.

2 Method of Sale, etc.

If the Trustees execute a sale and purchase agreement or a consignment sale agreement for Collateral Assets Slated for Disposal upon obtaining court approval by March 10, 2011, the Sale, etc. shall be made as follows:

(1) In cases where Actual Proceeds exceed the relevant evaluation amount.

If Collateral Assets Slated for Disposal are Sold, etc., modification of rights and the repayment method for the secured reorganization claims relating to such Collateral

Assets Slated for Disposal shall be subject to "3", Paragraphs (1), (3), and (4) below.

(2) In cases where Actual Proceeds fall short of the relevant evaluation amount.

(E) In cases where Actual Proceeds fall short of the relevant evaluation amount, the Actual Proceeds shall be notified to such holders of security interests before execution of the sale and purchase agreement or the consignment sale agreement (i.e. consignment sale with minimum sale price guarantee as described in "Chapter 4, Section 2, Part II, 1, Paragraph (2)").

(F) Within one (1) month after receipt of the notification above, if the holders of security interests make an offer to the Trustees that the holders themselves or another third party purchase the relevant collateral assets under the sale conditions wherein the price is higher than the Actual Proceeds as set forth in Sub-paragraph (A) under the delivery conditions as designated by the Trustees, the Trustees may sell the objects under the offered conditions.

(G) The offer made by the holders of security interests under Sub-paragraph (B) shall specify the collateral assets to be sold, the purchase price, and delivery conditions.

(H) If there is no offer under Sub-paragraph (B), the Trustees shall sell the objects at the price of Actual Proceeds set forth in Sub-paragraph (A).

(I) If the relevant collateral assets are Sold, etc., modification of rights and the repayment method for the secured reorganization claims relating to such collateral assets shall be subject to "3", Paragraphs (2), (3), and (4).

3 **Principles on Modification of Rights and Repayment Method**

(1) Modification of rights in cases where Actual Proceeds exceed the relevant evaluation amount.

(A) In cases where Actual Proceeds exceed the relevant evaluation amount, in addition to the relevant evaluation amount, a "Modified Unsecured Reorganization Claim Amount" shall be repaid to "Holders of Unsecured Reorganization Claims having Direct Interest."

In this situation, the effect of discharge for unsecured reorganization claims held by "Holders of Unsecured Reorganization Claims having Direct Interest" shall be cancelled to the extent of the "Modified Unsecured Reorganization Claim Amount." The effect of discharge shall be cancelled in the order of the principle, interests accrued before commencement, and damages, among the secured claims of such secured reorganization claims.

(B) In the case of (A), if "Holders of Unsecured Reorganization Claims having

Direct Interest" have already received repayments for the portion of the "Modified Unsecured Reorganization Claim Amount" as repayment for unsecured reorganization claims, such already-repaid amount shall be deducted from the amount to be additionally repaid. If "Holders of Unsecured Reorganization Claims having Direct Interest" receive additional repayments, repayments for unsecured reorganization claims shall not be made in relation to such portion of "Modified Unsecured Reorganization Claim Amount."

(2) Modification of rights in cases where Actual Proceeds fall short of the relevant evaluation amount.

(A) In cases where Actual Proceeds fall short of the relevant evaluation amount, secured reorganization claims held by "Holders of Secured Reorganization Claims having Direct Interest" shall be divided into the portion of "Modified Secured Reorganization Claim Amount" and the portion of "Shortfall of Secured Reorganization Claims," and the repayments shall be made pursuant to Sub-paragraph (B).

(B) "Modified Secured Reorganization Claim Amount" shall be paid in full. As for "Shortfall of Secured Reorganization Claims," installment payments shall be made for the amount after discharge in accordance with the modification of rights for unsecured reorganization claims set forth in "Chapter 4, Section 4, Part II."

In this case, the difference between "Shortfall of Secured Reorganization Claims" and repayment amount shall be discharged upon the first repayment of such repayment amount after discharge.

(3) Repayment Method and Timing (principle)

If Collateral Assets Slated for Disposal are Sold, etc; Actual Proceeds (in the case of Paragraph (1) (B), the remaining amount after deducting the already-paid amount from Actual Proceeds) shall be paid in full to holders of secured reorganization claims holding interest in such collateral assets within one (1) month after a purchase price or a minimum guaranteed amount in a consignment sale is fully paid (if delivery of the collateral asset is earlier than payment, after delivery).

(4) Principles concerning Repayment Timing for Secured Reorganization Claims relating to Inventory Goods and Spare Motors

For inventory goods and spare motors subject to a floating lien of secured reorganization claims, if a sale and purchase agreement or a consignment sale agreement is executed by March 10, 2011, Actual Proceeds shall be repaid within one (1) month after the purchase price, etc. is paid (if delivery of the object is earlier than payment, after delivery). If a sale and purchase agreement or a consignment sale agreement is not

executed by March 10, 2011, fixed secured reorganization claims shall be repaid pursuant to "Section 2, Part I, 2."

4 Treatment in cases of Failure of Sale, etc.

In cases where a sale and purchase agreement or a consignment sale agreement for the collateral assets for secured reorganization claims is not executed by March 10, 2011, or despite of execution of a sale and purchase agreement, etc., the transaction thereof is not carried out, fixed secured reorganization claims shall be repaid pursuant to "Section 2, Part I, 2."

In the event that a sale and purchase agreement is executed but the transaction thereof is not carried out, at the installment due date coming first after the date on which the failure of transaction becomes definite, the installment payments already overdue shall also be repaid in addition to the installment for that due date.

5 In cases where there is more than one secured reorganization claim of the same order of priority

In cases where there is more than one secured reorganization claim of the same order of priority, the amount calculated by proportionally dividing Actual Proceeds in accordance with maximum secured amounts, etc. (for revolving mortgages, the maximum secured amount or amount of secured claim, whichever is the lower, and for normal mortgages, the amount of secured claim. Hereinafter the same.) of each holder of secured reorganization claim holding interest in the relevant collateral shall be considered as the amount to be repaid to each holder of secured reorganization claim.

6 In cases where there are secured reorganization claims of different orders of priority

In cases where there are secured reorganization claims of different orders of priority, Actual Proceeds shall be allocated, in accordance with such order, up to the "maximum secured amount, etc." (in cases where there is more than one secured reorganization claim of the same order of priority, the total amount of "maximum secured amount, etc." of each holder of secured reorganization claim) of each holder of secured reorganization claim, and such allocated amount (in cases where there are holders of more than one secured reorganization claim of the same order of priority, the amount proportionally allocated to each holder of secured reorganization claim pursuant to Item 5) shall be considered as the amount to be repaid to each holder of secured reorganization claim.

III Special Provisions on Secured Reorganization Claims relating to Deposits

1 In cases where the security interests were converted into pledges of deposits before fixation of the amount of secured reorganization claims.

Fixed amount of secured reorganization claims shall be paid in full within one (1) month from the day of confirmation of the Reorganization Plan (if the approximate costs to be deducted are not yet fixed as of the day of confirmation of the Reorganization Plan, either the day of fixation or March 10, 2011, whichever comes earlier).

2 In cases where the security interests are converted into pledges of deposits after fixation of the amount of secured reorganization claims but before confirmation of the Reorganization Plan

If the collateral for secured reorganization claims at the time of commencement of the corporate reorganization proceedings are properties other than deposits, and the security interests are converted into pledges of deposits upon disposal of such property after fixation of the amount of such secured reorganization claims, the secured reorganization claims shall be modified and repayment shall be made in accordance with the provisions provided for in "Section 2, Part II, 3 (1) or (2)." In this case, the term "Actual Proceeds" in the same provisions shall be deemed to be replaced with "the amount of deposits as the pledged collateral."

In cases where disposal of properties and conversion of security interests are carried out after submission of the Reorganization Plan but before confirmation of the Reorganization Plan, the principles above shall apply only if the collateral is Collateral Assets Slated for Disposal, and if the collateral is other property, modification of rights and repayment shall be carried out in accordance with the provisions provided for in "Section 2, Part I, 2 (3)."

3 Adjustment of approximate costs to be deducted

In cases of 1 or 2 above, in converting security interests into pledges of deposits, if the deposit amount is the sale price of the collateral deducted by the approximate amount of costs necessary to make a sale, the costs shall be adjusted at the time of repayment of secured reorganization claims. If the fixed amount of costs falls short of the approximate amount of costs, the difference shall be additionally repaid in accordance with the repayment of such secured reorganization claims. If the fixed amount of costs exceeds the approximate amount of costs, the difference shall be deducted from the

amount to be repaid for such secured reorganization claims. However, if the amount of costs necessary to make a sale is not fixed by March 10, 2011, the costs shall not be adjusted.

TRANSLATION FOR REFERENCE PURPOSE ONLY

Section 3 Preferred Reorganization Claims

I Taxes

1 Fixed Reorganization Claims [Three Debtor Companies in Total]

(unit: yen)

Number of Creditors	Amount of Filed Claim	Breakdown		Appendix
		Principal Tax, etc.	Overdue Tax, etc. *	
116	3,362,174,540 plus undetermined amount	3,357,621,840 plus undetermined amount	4,538,100 plus undetermined amount	10-1

* Overdue taxes, etc. accrued until the day before the day of commencement of corporate reorganization proceedings, and overdue taxes, etc. accrued on and after the day of commencement of corporate reorganization proceedings.

2 Modification of Rights

For the taxes set forth in the Appendix of 1 above, overdue taxes, etc. accrued up to the period of one (1) year starting from the day of commencement of corporate reorganization proceedings, and overdue taxes accrued until full payment is made from the day of confirmation of the Reorganization Plan, shall be discharged in full on the day following the day of confirmation of the Reorganization Plan.

3 Method of Payment

The amount after discharge pursuant to the preceding paragraph shall be paid in full either within one (1) month from the day of confirmation of the Reorganization Plan or on January 19, 2011, whichever comes first.

II Labor Claims

1 Fixed Reorganization Claims [Three Debtor Companies in Total]

(unit: yen)

Number of Creditors	Amount of Filed Claim	Appendix
2,089	3,928,599,864 plus undetermined amount	10-1

2 **Modification of Rights**

For retirement lump sum grants (claims with File Number 8-1 to 8-352 set forth in [Appendix 10-2 Table of Repayment Plan for Preferred Reorganization Claims (Labor Claims)]), retirement pension claims (claims with File Number 9-1 to 11-598 set forth in [Appendix 10-2 Table of Repayment Plan for Preferred Reorganization Claims (Labor Claims)]), and loss-of-license pension claims (claims with File Number 12-1 to 12-51 set forth in [Appendix 10-2 Table of Repayment Plan for Preferred Reorganization Claims (Labor Claims)]), fixed reorganization claims shall be paid in full. However, interest etc. accrued after commencement of the corporate reorganization proceedings shall be discharged in its entirety on the day following the day of confirmation of the Reorganization Plan.

3 **Repayment Method**

(1) For retirement lump sum grants, lump-sum payment of the full amount of fixed reorganization claims shall be made within three (3) months from the day of confirmation of the Reorganization Plan.

(2) For retirement pension claims, monthly pension shall be paid on the due dates set forth in "Employee Retirement Pension Rules," "Crew Pension Rules," and "Ground Managers' Rules for 2nd- and 3rd-Level Career Choice System" (See [Appendix 10-2]*1).

However, for retirement pension claims which are already due on the day of confirmation of the Reorganization Plan, a full payment shall be made within three (3) months from the day of confirmation of the Reorganization Plan.

In cases where some payment has already been made in relation to retirement pension claims before the day of confirmation of the Reorganization Plan, such already-paid amount shall be deducted from the amount to be paid pursuant to the preceding sentence.

(3) For loss-of-license pension claims, monthly pension shall be paid on the due date set forth in "Rules for Loss-of-license Pension Insurance System" (See [Appendix 10-2]).

Section 4 Unsecured Reorganization Claims

I Fixed Reorganization Claims [Three Debtor Companies in Total]

Number of Creditors	Amount of Fixed Claims	Amount of Fixed Remaining Claims	Appendix
215	1,356,060,792,878 JPY plus undetermined amount	553,046,345,222 JPY plus undetermined amount	11-1 to 11-4
	811,831,558.38 USD plus undetermined amount	811,831,558.38 USD plus undetermined amount	
	1,796,949 KRW plus undetermined amount	1,796,949 KRW plus undetermined amount	

II Modification of Rights and Repayment Method

1 Remaining Fixed Claims

"Remaining Fixed Claims" shall mean unsecured reorganization claims after deducting the amount of overlapping claims against the Three Debtor Companies which are extinguished pursuant to "Chapter 4, Section 1" from the amount of fixed unsecured reorganization claims.

2 Principles on Modification of Rights

Of Remaining Fixed Claims, 87.5% of Unsecured Principal Claims shall be discharged on the day following the day of confirmation of the Reorganization Plan.

Of Remaining Fixed Claims, interest etc. accrued after commencement of the corporate reorganization proceedings shall be discharged in its entirety on the day following the day of confirmation of the Reorganization Plan.

3 Repayment Method

For the amount remaining after the discharge, equal installment payments shall be made once a year between 2012 and 2018 on the last day of March.

4 Accelerated Lump-sum Repayment

Notwithstanding the preceding paragraph 3, with court approval, the Trustees may make a payment for unpaid claims ahead of schedule.

In the case where an early lump-sum payment ahead of schedule is made, if there are holders of unsecured reorganization claims who have agreed with Trustees not to receive accelerated repayment, Trustee may choose not to make accelerated repayment just to such holders of unsecured reorganization claims.

III Provisions on Rights to Demand Performance of Guarantee Liabilities

Rights to demand performance of guarantee liabilities set forth in [Appendix 11-2 Table of Repayment Plan for Reorganization Claims (Guarantee Claims)] shall be treated as follows:

1 As long as the primary debtor continues to make the stipulated repayments, modification of rights and repayment pursuant to "Section 4, Part 2" are suspended. In the event that the acceleration clause is invoked against the primary debtor, on the day the Trustees receive notice, the balance remaining after deducting the amount paid by the primary debtor until such day from the fixed unsecured reorganization claim amount is deemed the fixed unsecured reorganization claim amount, and "Section 4, Parts 2 and 3" shall be applied. If there are installment payments already overdue on the day the Trustees receive notice, the amounts already due shall be additionally paid on the first installment due date that comes after such day.

2 In the event that the holders of unsecured reorganization claims receive payments from third parties such as the primary debtor or a guarantor other than the respective Debtor Companies, and the sum of repayments received from such primary debtors, etc., and from the Debtor Companies reaches the amount of fixed claims, payments thereafter shall be discharged.

3 If the same holder of unsecured reorganization claims has a right to demand performance of guarantee liabilities for which the primary debtor continues to make the stipulated repayments and also a right to demand performance of guarantee liabilities for which the acceleration clause has been invoked against the primary debtor, Items 1 and 2 shall be applied on a pro-rata basis based on the principal amount of the respective the primary obligations.

IV Provisions concerning JAL Corporation Pension Fund Claims

1 Modification of Rights

To ensure consistency with the reduction of pension benefits as set forth in "Chapter 1, Section 3, Part II, 5 (11)," modification of rights shall be carried out with regards to claims set forth in [Appendix 11-4 Table of Repayment Plan for Reorganization Claims (JAL Corporation Pension Fund)] as follows:

(1) On the day following the day of confirmation of the Reorganization Plan, premium rate on No. 1 pension (company payment portion) relating to premiums for JAL Corporate Pension Fund shall be modified from 49‰ to 43‰.

(2) On the day following the day of confirmation of the Reorganization Plan, premium rate on special premiums relating to premiums for JAL Corporate Pension Fund shall be modified from 196‰ to 161‰.

2 Repayment Method

(1) Premiums that are overdue on the day of confirmation of the Reorganization Plan

A lump-sum payment will be made within three months from the day of confirmation of the Reorganization Plan.

(2) Premiums that are not yet due on the day of confirmation of the Reorganization Plan

To be paid as stipulated in [Appendix 12-1 Summary of Amended Pension System] "Part II, 2."

3 Supplemental Explanation relating to Modification of Rights

According to the estimation as of March 25, 2010, the balance of undepreciated past service claims, which are obligations of JALI to the JAL Corporation Pension Fund (special premiums income cost in the fund finance), shall be (1) increased by approximately 175 billion yen by reducing the planned rate, which is the basis for the calculation of premiums, from the current rate of 4.5% per annum to the rate of 1.5% per annum, but (2) the balance of undepreciated past service claims after the increase pursuant to (1) above shall be reduced by approximately 221 billion yen by modification of rights pursuant to "1" (reduction rate approximately 67%).

As a result of such modification of planned rate and modification of rights, the balance of undepreciated past service claims shall be reduced by 46 billion yen (reduction rate approximately 30%) in comparison to before modification of rights under the

Reorganization Plan (See [Appendix 12-2 Amendments of Pension System] 2. How the modification of rights under the Reorganization Plan affects the balance of undepreciated past service claims (special premiums income cost in the fund finance)).

V Provisions concerning the Repayment Method for Domestic Corporate Bond Claims

For domestic corporate bond claims set forth in [Appendix 11-3 Table of Repayment Plan for Reorganization Claims (Domestic Bond)], a lump-sum payment shall be made within three months from the day of confirmation of the Reorganization Plan.

Section 5 Other Matters relating to Repayment

1 Place, etc. of Repayment and Payment

Repayment under the Reorganization Plan shall be made at the head office of the respective Three Debtor Companies at the time of repayment.

However, if the holders of Reorganization Claims desire in writing to receive repayments by remittance to their domestic bank and postal savings accounts, the Trustees may make repayments by such way of remittance. In this case, transfer fees shall be borne by the respective Three Debtor Companies.

If the due dates are a bank holiday, repayments shall be made on the following business day.

2 Treatment of Waiver or Withdrawal of Reorganization Claims, etc.

In the event that Reorganization Claims are partially waived or withdrawn, the provisions concerning modification of rights and repayment method in the Reorganization Plan shall be applied based on the remaining claim amount.

3 Treatment of Assignment of Claims

In the event that secured reorganization claims and/or unsecured reorganization claims are assigned or transferred, the provisions concerning modification of rights and repayment method in the Reorganization Plan shall be applied based on the claim amount before such assignment or transfer.

In the event that secured reorganization claims and/or unsecured reorganization claims are partially assigned or transferred, both of the assigning or transferring party and the receiving party shall be responsible for discharge on a pro-rata basis in accordance with their claim amount.

4 Deduction from Amount to be Repaid

If payments for Reorganization Claims are partially made based on repayment approval, etc. of the court, such paid amount shall be deducted from the amount to be repaid under the Reorganization Plan.

5 Treatment of Fractions

Fractions of less than one (1) yen (in the case of foreign currency claims, less than the unit set forth in the column "Minimum Monetary Circulation" in the table in Item 6 below) of the claim amount after discharge, which arise due to the modification of

rights of Reorganization Claims, shall be rounded down.

Fractions which arise due to equal installment payments shall be rounded down from the first installment payment to the sixth installment payment. At the seventh installment payment, it shall be added.

6 **Repayment for Foreign Currency Claims**—

For foreign currency claims, the amount after modification of rights shall be repaid pursuant to the Reorganization Plan either in such foreign currency or in yen converted at the rate on the day that the order to commence reorganization proceedings was rendered as set forth in the table below, at the Trustees' option.

Fractions of less than one (1) yen which arise due to conversion shall be rounded down.

Foreign Currency	Rate on the day that the order to commence reorganization proceedings was made	Minimum Monetary Circulation
1 EUR	130.63000 yen	cent
1 HKD	11.69000 yen	cent
1 KRW	0.08090 yen	KRW
1 THB	2.76000 yen	satang
1 USD	90.75000 yen	cent
1 GBP	148.88000 yen	pence

7 **Interests and Damages**

Repayments made under the Reorganization Plan by the respective due dates shall be free of interests and damages.

Chapter 5 Treatment of Unfixed Reorganization Claims, etc.

I Pending Motion for Examination of Reorganization Claims

1 Reorganization Claims for which a motion for succession was made

In relation to unsecured reorganization claims set forth in [Appendix 14-1 List of Unfixed Unsecured Reorganization Claims (Motion for Succession)], since the Trustees denied the amount set forth in the column "Denied Amount" in the same Appendix, a motion for succession was filed with regard to the suspended legal proceedings. Those cases are still pending.

2 Reorganization Claims for which a motion for examination of reorganization claims, etc. was made

In relation to Reorganization Claims set forth in [Appendix 13 List of Unfixed Secured Reorganization Claims] and [Appendix 14-2 List of Unfixed Unsecured Reorganization Claims (Motion for Examination)], since the Trustees denied the amount set forth in the column "Denied Amount" in the same Appendixes, a motion for examination of reorganization claims was filed. Those cases are still pending.

3 Sum of Unfixed Reorganization Claims

(1) Secured Reorganization Claims
1,927,361,501 JPY

(2) Unsecured Reorganization Claims
□632,563,432 JPY
□1,908,261.21 USD
□223,927.74 GBP
□662,543.00 HKD
Plus undetermined amount.

II Treatment of Unfixed Reorganization Claims

1 Unfixed Secured Reorganization Claims

With regards to creditors set forth in [Appendix 13 List of Unfixed Secured Reorganization Claims], if such creditors' unfixed secured reorganization claims are fixed, the provisions set forth in "Chapter 4, Section 2" shall be applied to the amount

fixed as secured reorganization claims, and the provisions set forth in "Chapter 4, Section 4" shall be applied to the amount fixed as unsecured reorganization claims. In this situation, if there are unpaid installments that are already overdue, they shall also be repaid in addition to the installment at the installment due date falling first after the fixation.

2 **Unfixed Unsecured Reorganization Claims**

With regards to creditors set forth in [Appendix 14-1 List of Unfixed Unsecured Reorganization Claims (Motion for Succession)] and [Appendix 14-2 List of Unfixed Unsecured Reorganization Claims (Motion for Examination)], if such creditors' unfixed unsecured reorganization claims are fixed, the provisions set forth in "Chapter 4, Section 4" shall be applied to the amount fixed as unsecured reorganization claims. In this case, if there are unpaid installments that are already overdue, they shall also be repaid in addition to the installment at the installment due date falling first after the fixation.

Chapter 6 Treatment of Security Interests, etc.

Section 1 Treatment of Security Interests

I Remaining Security Interests

1 Collateral Assets for Continued Holding, etc.

Secured reorganization claims set forth in the following Appendixes shall remain the same as before, even after the confirmation of the Reorganization Plan, by modifying the amount of secured claims to the amount set forth in the column "Fixed Amount of Secured Reorganization Claims" in the respective Appendixes.

[Appendix 15-1 List of Collateral Assets for Continued Holding (Aircraft)]

[Appendix 15-2 List of Collateral Assets for Continued Holding (Real Estate)]

[Appendix 15-3 List of Collateral Assets for Continued Holding (Movable Property (Spare Motors))]

[Appendix 15-4 List of Collateral Assets for Continued Holding (Movable Property (Mechanical Equipments))]

[Appendix 15-5 List of Collateral Assets for Continued Holding (Movable Property (Inventory Goods))]

[Appendix 15-7 List of Collateral Assets for Continued Holding (Listed Securities)]

[Appendix 15-8 List of Collateral Assets for Continued Holding (Non-listed Securities)]

[Appendix 17 List of Pledged Deposits]

2 Collateral Assets Slated for Disposal

Secured reorganization claims set forth in the following Appendixes shall remain the same as before, even after the confirmation of the Reorganization Plan, by modifying the amount of secured claims to the amount set forth in the column "Fixed Amount of Secured Reorganization Claims" in the respective Appendixes.

However, at the time of closing of a sale and purchase agreement or a consignment sale agreement which the Trustees have executed with court approval under the provisions set forth in "Chapter 4, Section 2, Part II," such secured reorganization claims shall be extinguished.

In this situation, upon the Trustees' prior written request, holders of such security interests shall provide the Trustees with all documents which are necessary for the

procedure for deregistration of a security interest and other cancellation of a security interest, by the day of the execution of such sale and purchase agreement or such consignment sale agreement.

[Appendix 16-1 List of Collateral Assets Slated for Disposal (Aircraft)]

[Appendix 16-2 List of Collateral Assets Slated for Disposal (Real Estate)]

[Appendix 16-3 List of Collateral Assets Slated for Disposal (Movable Property (Reserved Motors))]

[Appendix 16-4 List of Collateral Assets Slated for Disposal (Movable Property (Mechanical Equipments))]

[Appendix 16-5 List of Collateral Assets Slated for Disposal (Movable Property (Inventory Goods))]

[Appendix 16-6 List of Collateral Assets Slated for Disposal (Listed Securities)]

[Appendix 16-7 List of Collateral Assets Slated for Disposal (Non-listed Securities)] —

3 **Security Interests on Leased Properties**

Security interests relating to the lease set forth in [Appendix 15-6 List of Collateral Assets for Continued Holding (Lease Properties)] shall remain even after the confirmation of the Reorganization Plan, by modifying the amount of secured claims to the amount set forth in the column "Fixed Amount of Secured Reorganization Claims" in the same Appendix.

Security interests relating to the lease shall be extinguished at the time of completion of repayments under "Chapter 4, Section 2, Parts I and II."

II Extinguishing Security Interests

Except for security interests set forth in Appendixes 15 through 17, all security interests attached on the Three Debtor Companies' assets shall be extinguished on the day of the confirmation of the Reorganization Plan.

III Treatment of Fire Insurance, etc.

1 Among the buildings set forth in Appendixes 15-2 and 16-2 and the aircraft set forth in Appendixes 15-1 and 16-1, for those aircrafts, etc. which have been marked "Positive" in the column "Security Attached to Claims for Insurance Proceeds" therein, fire insurance contracts and damage insurance contracts which have been executed by the

Trustees at the time of the confirmation of the Reorganization Plan shall be renewed even after the period of insurance has lapsed, so that the insurance level remains the same as the prior contracts. The Trustees shall establish a pledge on claims for insurance proceeds under such renewed insurance contracts or assign such claims for security purpose, for the holders of the security interests set forth in the respective appendixes above.

2 In the event an insurance accident happens in relation to the buildings or aircraft which are insured by the insurance contracts set forth in 1 above, at the Trustees' discretion, the insurance proceeds may be used for the purpose of restoration of damaged buildings, etc. or for obtaining replacements thereof. In this situation, if the Trustees choose to obtain a replacement, they shall establish on such replacement the same security interest as the one established on the buildings, etc. that suffered the insurance accident. The Trustees shall also establish a security interest on the claims for insurance proceeds under the new insurance contracts or assign such insurance claims for security purposes in the same manner as before. If the insurance proceeds are not used either for restoration of damaged buildings, etc. or for obtaining replacements thereof, the Trustees shall carry out the conversion of the security interest into a pledge of a fixed-term deposit in the name of Trustees. Thereafter, the security interest remains on the relevant deposits.

Section 2 Treatment in cases where Assets are Disposed

I Disposal of the Objects of Secured Reorganization Claims

1 Collateral Assets for Continued Holding

Upon prior consultation with holders of secured reorganization claims, and with court approval, the Trustees may sell the collateral for secured reorganization claims set forth in the following Appendixes.

Secured reorganization claims set forth in the following Appendixes shall be extinguished at the time of closing of a sale and purchase agreement or a consignment sale agreement which the Trustees have executed with court approval.

[Appendix 15-1 List of Collateral Assets for Continued Holding (Aircraft)]

[Appendix 15-2 List of Collateral Assets for Continued Holding (Real Estate)]

[Appendix 15-3 List of Collateral Assets for Continued Holding (Movable Property (Spare Motors))]

[Appendix 15-4 List of Collateral Assets for Continued Holding (Movable Property (Mechanical Equipments))]

[Appendix 15-5 List of Collateral Assets for Continued Holding (Movable Property (Inventory Goods))]

[Appendix 15-7 List of Collateral Assets for Continued Holding (Listed Securities)]

[Appendix 15-8 List of Collateral Assets for Continued Holding (Non-listed Securities)]

In this case, upon the Trustees' prior written request, holders of such security interests shall provide the Trustees with all documents which are necessary for the procedure for deregistration of a security interest and other cancellations of a security interest, by the day of the execution of such sale and purchase agreement or such consignment sale agreement.

2 Disposal of Collateral Assets Slated for Disposal after the Applicable Period of the Provision has Lapsed

The collateral assets for secured reorganization claims set forth in the following Appendixes may be sold in the same manner as 1 above, even after March 10, 2011, which is after the applicable period of "Chapter 4, Section 2, Part II".

Secured reorganization claims set forth in the following Appendixes shall be extinguished at the time of closing of a sale and purchase agreement or a consignment sale agreement which the Trustees execute with court approval.

[Appendix 16-1 List of Collateral Assets Slated for Disposal (Aircraft)]

[Appendix 16-2 List of Collateral Assets Slated for Disposal (Real Estate)]

[Appendix 16-3 List of Collateral Assets Slated for Disposal (Movable Property (Spare Motors))]

[Appendix 16-4 List of Collateral Assets Slated for Disposal (Movable Property (Mechanical Equipments))]

[Appendix 16-5 List of Collateral Assets Slated for Disposal (Movable Property (Inventory Goods))]

[Appendix 16-6 List of Collateral Assets Slated for Disposal (Listed Securities)]

[Appendix 16-7 List of Collateral Assets Slated for Disposal (Non-listed Securities)]

In this case, upon the Trustees' prior written request, holders of such security interests shall provide the Trustees with all documents which are necessary for the procedure for de registration of a security interest and other cancellations of a security

interest, by the day of execution of such sale and purchase agreement or such consignment sale agreement.

II Conversion into Pledges of Deposits

If it becomes necessary to sell or otherwise dispose of the respective collateral set forth in Part 1, due to reasons such that they are no longer necessary, the Trustees shall, for secured parties holding interest in such collateral, convert the relevant security interest into a pledge against fixed-term deposits in the name of Trustees, the amount being the remaining amount of "amount of fixed secured reorganization claims". Thereafter, the security interest remains on the relevant deposits.

However, such conversion into a pledge shall not affect the modification of rights and repayment method for the secured reorganization claims.

III Withdrawal from Pledged Deposits

1 In order to make repayments under "Chapter 4" to holders of secured reorganization claims having pledges on pledged deposits, the trustees may withdraw the same amount from the pledged deposits.

2 In the case of 1 above, the pledge shall be extinguished to the extent of the amount to be withdrawn, when the Trustees notify the holders of such secured reorganization claims such withdrawal from the pledged deposit in order to make repayments to such holders of secured reorganization claims.

Section 3 Burden of Expense

Expenses such as registration and license tax, etc. which are necessary for registration procedures under this chapter shall be borne by the respective Three Debtor Companies.

Chapter 7 Way of Raising Funds for Repayment

I Raising Funds for Repayment

Funds for Repayment of Secured Reorganization Claims and Reorganization Claims shall be as follows:

(i) Cash and deposits, and operating revenue
(ii) Paid-in capital for issuance of new shares
(iii) Loans upon court approval
(iv) Proceeds from sale of assets

II Use of Proceeds Exceeding Expectation

Should any proceeds exceeding expectation arise during the course of implementation of the Reorganization Plan, as a general rule, such proceeds shall be used to pay for costs needed for the implementation of the Reorganization Plan, working capital needed for operation of company (including reserve fund in case of an emergency), or payments of common benefit claims, etc. or repayment of loans, upon court approval.

Chapter 8 Repayment of Common Benefit Claims

I Paid Common Benefit Claims

Common benefit claims paid by the Debtor Companies from the day on which the order to commence reorganization proceedings was rendered until May 31, 2010 are as set forth in [Appendix 19 Payment Figures of Common Benefit Claims and Table of Outstanding Balance].

II Unpaid Common Benefit Claims

Unpaid common benefit claims of the Debtor Companies as of May 31, 2010 are as set forth in [Appendix 19 Payment Figures of Common Benefit Claims and Table of Outstanding Balance].

III Repayment Method for Common Benefit Claims

Unpaid common benefit claims and common benefit claims which emerge on or after June 1, 2010 up to the completion of the reorganization proceedings shall be repaid on an as needed basis.

Chapter 9 Repayment of Small Claims

Small claims paid by the Three Debtor Companies under Article 47, Paragraph (5) latter clause of the Corporate Reorganization Act with court approval are as set forth in [Appendix 18 List of Paid Reorganization Claims].

TRANSLATION FOR REFERENCE PURPOSE ONLY

Chapter 10 Treatment concerning Rights in Dispute

For rights in dispute relating to the Three Debtor Companies, the Trustees shall carry out litigation, settlement, or arbitration, etc. until the completion of the reorganization proceedings. In cases where it becomes necessary to make settlement or arbitration, the Trustees shall do so by obtaining court approval (including comprehensive approval).

After completion of the reorganization proceedings, the three companies shall seek for reasonable and proper resolution for themselves.

Chapter 11 Treatment of Companies

Section 1 Merger of the Three Debtor Companies

I Terms and Conditions of Merger

The Three Debtor Companies shall carry out an absorption and merger under the following terms and conditions:

(1) Name and Address of the Company Surviving after Absorption and Merger

JALI shall survive after absorbing JALS and JLC, and JALS and JLC shall be extinguished.

The name of JALI is *Kabushiki Kaisha* Nihon Koukuu International (after amendment of articles of incorporation under "Chapter 11, Section 7," the name will be Nihon Koukuu *Kabushiki Kaisha*, and the English name will be "Japan Airlines Co., Ltd."), and the address is 2-4-11, Higashi-shinagawa, Shinagawa-ku, Tokyo.

(2) Name and Address of the Company Extinguishing after Absorption and Merger

The names of JALS and JLC, which shall extinguish due to merger, are *Kabushiki Kaisha* Nihon Koukuu and *Kabusiki Kaisha* JAL Capital, respectively. The address of both companies is 2-4-11, Higashi-shinagawa, Shinagawa-ku, Tokyo.

(3) Succession of Rights and Obligations

JALI shall be successor to all rights and obligation, such as assets and debts, of JALS and JLC.

(4) Merger Consideration for Holders of Secured Reorganization Claims, etc. and Shareholders, etc.

(i) In carrying out merger, JALI shall distribute to shareholders holding common shares in JALS (excluding JALS, itself) and shareholders holding A-class shares in JALS one common share in JALI for each common share and A-class share. Shareholders of JALS shall not be required to submit certificates. Certificates shall not be distributed in relation to JALI's common shares distributed hereunder, and such shares shall be immediately acquired gratis and cancelled by JALI pursuant to "Chapter 11, Section 2, Part I."

(ii) Except as provided in the preceding paragraph, in carrying out the merger, JALI shall not deliver shares, money, or any other properties to holders of secured reorganization claims, holders of unsecured reorganization claims, shareholders, and holders of new share subscription rights against JALS and JLC.

(5) Effective Date of Merger

The effective date of the merger shall be the day following the day of confirmation of the Reorganization Plan.

Provided, however, that the Trustees may change the effective date with court approval.

(6) Matters regarding the Amount of Capital and Reserve of JALI

JALI shall not increase the amount of its capital and reserve by the merger. If the amount of other shareholders' equity changes by the merger, it shall be dealt with in accordance with reasonable accounting standards in Japan.

II Extinguishment of Internal Claims Associated with the Merger

All internal reorganization claims and other claims and obligations among the Three Debtor Companies shall extinguish when the merger of the Three Debtor Companies under Part I takes effect (extinguishment of internal claims). Extinguished reorganization claims (all are unsecured reorganization claims) among the Three Debtor Companies shall be as set forth in [Appendix 7 List of Internal Claims].

Section 2 Modification of Shareholder's Rights, etc.

I Modification of Rights of JALI's Shareholders

1 Acquisition of Shares

After merger of the Three Debtor Companies and extinguishment of internal claims under "Chapter 11, Section 1," JALI shall acquire all of its outstanding shares gratis, under the following terms and conditions:

(1) Class of Share to be Acquired and Number by Class

Common Shares 3,343,049,273 shares (all of outstanding common shares excluding treasury shares)

(2) Day on which the shares set forth in the preceding paragraph shall be acquired.

Day following the day of confirmation of the Reorganization Plan

Provided, however, that the Trustees may change the acquisition date with court approval.

2 Cancellation of Shares

JALI shall, at the same time as the acquisition of shares under Item 1, cancel all its

treasury shares including shares acquired under 1 above.

3 **Reduction of Capital and Capital Reserve and Disposition of Capital Surplus**

After acquisition and cancellation of shares under 1 and 2 above, JALI shall reduce its capital and capital reserve, and dispose its capital surplus under the following terms and conditions:

(1) Amount of Capital and Capital Reserve to be Reduced and Capital Surplus to be Disposed

200 billion yen (full amount of capital)

125 billion yen (full amount of capital reserve)

Full amount of other capital surplus

Full amount of special depreciation reserve

(2) Day on which the reduction of capital and capital reserve and the disposition of capital surplus take effect

Day following the day of confirmation of the Reorganization Plan

Provided, however, that the Trustees may change the effective date with court approval.

4 **Other Matters**

Other capital surplus which arises due to the reduction of amount of capital and capital reserve, as well as pre-existing other capital surplus shall be used for loss disposition of retained earnings brought forward.

II **Issuance of JALI's Share for Subscription**

After the modification of shareholders' rights under Part I takes effect, JALI shall issue shares for subscription by newly received pay-in, under the following terms and conditions:

(1) Class and Number of Shares for Subscription

Common shares 175,000,000 shares

(2) Amount to be Paid

2,000 yen per share

(3) Due Date of Payment in Exchange for Shares for Subscription

Day following the day of confirmation of the Reorganization Plan

Provided, however, that the Trustees may change the due date of payment with

court approval.

(4) Matters regarding Increasing Capital and Capital reserve

Amount of capital to be increased 175 billion yen

Amount of capital reserve to be increased 175 billion yen

(5) The Trustees shall allot all of shares for subscription to ETIC.

Section 3 Merger with Merging Companies

After the merger of the Three Debtor Companies under "Chapter 11, Section 1" and the modification of JALI's shareholder's rights under "Chapter 11, Section 2," JALI and merging companies shall carry out absorption and merger under the following conditions and terms.

For the purpose of clarity, since JALI, i.e. a company surviving after absorption and merger, falls under a special controlling company (Article 168 (1) of the Companies Act) of JAZ, i.e. a company extinguishing after absorption and merger, resolution at shareholders' meeting for the approval of absorption and merger agreement is not required at JAZ. Shareholders' meeting of AAZ for approval of absorption and merger agreement is scheduled to be held on October 1, 2010.

(1) Name and Address of the Company Surviving after Absorption and Merger

JALI shall survive after absorbing JAZ and AAZ, and JAZ and AAZ shall extinguish.

The name of JALI is *Kabushiki Kaisha* Nihon Koukuu International (after amendment of articles of incorporation under "Chapter 11, Section 7," the name will be Nihon Koukuu *Kabushiki Kaisha*, and the English name will be "Japan Airlines Co., Ltd."), and the address is 2-4-11, Higashi-shinagawa, Shinagawa-ku, Tokyo.

(3) Name and Address of the Company Extinguishing after Absorption and Merger

The names of JAZ and AAZ, which shall extinguish due to merger, are *Kabushiki Kaisha* JALways and *Kabusiki Kaisha* JAL LIVRE, respectively. The address of both companies is 2-4-11, Higashi-shinagawa, Shinagawa-ku, Tokyo.

(3) Succession of Rights and Obligations

JALI shall be successor to all rights and obligation, such as assets and debts, of JAZ and AAZ.

(4) Merger Consideration

In carrying out merger, JALI shall not deliver shares, money, or any other properties to shareholders of JAZ and AAZ.

(5) Effective Date of Merger

The effective date of Merger shall be the day following the day of confirmation of the Reorganization Plan.

Provided, however, that the Trustees may change the effective day with court approval.

(6) Matters regarding the Amount of Capital and Reserve of JALI

JALI shall not increase the amount of its capital and reserve by the merger. If the amount of other shareholders' equity changes by the merger, it shall be dealt with in accordance with reasonable accounting standards in Japan.

(7) JAZ's and AAZ's Distribution of Surplus before Effective Date of Merger

JAZ and AAZ shall not carry out distribution of surplus before effective date of merger.

Section 4 Issuance of JALI's New Shares

1 The Trustees may issue shares for subscription of the respective classes (including common shares), with court approval, up to the total number of authorized shares in a class set forth in Article 6 in the articles of incorporation amended under "Chapter 10, Section 7."

2 The Trustees may, with court approval, issue more shares for subscription than as set forth in 1 above, by further amending Article 6 in the articles of incorporation amended under "Chapter 10, Section 7," which relates to the total number of authorized shares or the total number of authorized shares in a class.

3 The Trustees shall decide terms and conditions for subscription and allotment of shares for subscription in the case of 1 or 2 above, with court approval, without a special resolution at shareholders' meeting.

Section 5 Limitation to Distribution of Surplus

As a general rule, distribution of surplus to new shareholders shall not be carried out during the course of JALI's reorganization proceedings.

Provided, however, that in cases where distributable surplus arises and the distribution thereof shall not affect the implementation of the Reorganization Plan, the surplus may be distributed upon court approval.

Section 6 Limitation to Assignment of Shares

In the event that approval for acquisition by assignment is requested under Article 136 or Article 137 (1) of the Companies Act, with regards to outstanding shares, JALI's board of directors shall ask for the Trustees' opinion concerning how to deal with such request.

Section 7 Amendment of Articles of Incorporation

JALI shall partially amend the articles of incorporation on the day of confirmation of the Reorganization Plan as set forth in [Appendix 22 Comparison Table of Old and New Articles]. However, until the completion of JALI's reorganization proceedings, the Trustees shall decide the matters which, according to the provisions of articles of incorporation after amendment under this section, should be decided by resolutions of the board of directors, despite such provisions.

The effective date of amendment of articles of incorporation under this section shall be as provided in Article 1 of the supplementary provision of the new articles of incorporation set forth in [Appendix 22 Comparison Table of Old and New Articles].

Section 8 Selection of Officers

I Selection of Officers

All of directors, corporate auditors, and accounting auditors of the Three Debtor Companies as of the day of confirmation of the Reorganization Plan shall retire on the same day. The Trustees shall select or appoint new directors, representative director, corporate auditors, and accounting auditors (hereinafter, directors, corporate auditors, and accounting auditors shall be referred to as "Officers") with court approval.

II Officers' Term of Office

Officers' term of office shall be until the completion of an ordinary general meeting of shareholders which relates to the latest business year that ends within one (1) year after selection.

III Change, Supplement, or Increase in Number of Officers

In the event that the need to change, supplement, or increase the number of

Officers arises during the Officers' term of office as set forth in Part II, the Trustees shall select or appoint such Officers with court approval. Provided, however, that the term of office of newly selected or appointed Officers for change or supplementation of Officers shall be the same as that of their predecessors, and the remaining term of office of newly selected or appointed Officers for an increase of Officers shall be the same as that of the other Officers.

If the reorganization proceedings complete within the term above, change, supplement, or increase in number of Officers shall be governed by the articles of incorporation amended under "Chapter 11, Section 7" and the Companies Act.

Chapter 12 Other Matters Required to be Described

There is nothing which corresponds to Article 167 (1) (vi) and (vii) of the Corporate Reorganization Act.

[END]

This is Exhibit "N" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Hiromichi Matsumoto

Notary

HIROMICHI MATSUMOTO

August 31, 2010

(Trustee press release)

Debtor Company: Japan Airlines Corporation
Debtor Company: Japan Airlines International, Co., Ltd.
Debtor Company: JAL Capital Co., Ltd.
Trustee: Enterprise Turnaround Initiative Corporation of Japan
Hideo Seto, Representative
Akitoshi Nakamura, Representative
Trustee: Eiji Katayama

Submission of the Reorganization Plan to the Tokyo District Court

On January 19, 2010, Japan Airlines Corporation ("JALS"), Japan Airlines International, Co., Ltd. ("JALI") and JAL Capital Co., Ltd. ("JLC") (collectively, the "Three Debtor Companies") petitioned the Tokyo District Court for commencement of corporation reorganization proceedings, and on that same day, a decision to commence corporate reorganization proceedings was made, and since that time to the present, the corporation reorganization proceedings have been pursued. We hereby announce that on August 31, 2010, we submitted a Reorganization Plan to the Tokyo District Court.

Going forward, with the support and cooperation of all our stakeholders, we hope to receive the confirmation of the Reorganization Plan from the Tokyo District Court on November 30.

The main points of the Reorganization Plan are as follows.

1. Main Points of the Business Plan

- By reducing the number of aircraft models through early retirement of inefficient models, reduction in aircraft size through deployment of new small and medium-sized aircraft models, and wholesale elimination of unprofitable routes, we will completely eliminate routes that lose money.
- Through reform of airport cost structures, reform of facilities, and review of wage and benefit systems, etc., we will reduce expenses more thoroughly than ever, and will direct our efforts towards making fixed costs variable. Further, we will sell or liquidate subsidiaries including selling the hotel business, and concentrate managerial resources on the air transport business.
- Through such measures as encouraging early retirement and sale of subsidiaries, there will be further headcount reductions in the JAL Group, so that the number of Group employees will go from 48,714 as of the end of FY2009 to roughly 32,600 at the end of FY2010.
- In the domestic passenger business, emphasizing greater frequency and smaller aircraft, we will maintain our network centering on Haneda Airport routes and direct effort towards improving profitability. In the international passenger business, we will direct initiatives towards the strengthening of our network, including the utilization of bilateral alliances with other airlines. In particular, we have applied for antitrust immunity with American Airlines, with the aim of greater profits on Pacific routes.

- We will construct a more efficient and strategic organization that is capable of reliably sharing the Group's managerial policy. Further, by learning more quickly the actual state of the Group's profit and loss, and clarifying where the responsibility lies for meeting numerical targets, we will construct a management control structure that is capable of reliably executing business plans.
- By preparing the Group to be capable of immediately addressing event risk at the time of onset, including the onset of financial crises, such as the one that began with the collapse of Lehman Brothers, and events such as H1N1-type influenza, we will achieve a business that is able to withstand risk.
- From the initial year of the plan, we will aim for a fast reorganization, by becoming profitable on an operating basis and eliminating excessive liabilities.

In implementing the above measures, the primary pre-condition will be safe aviation; we will ensure that there is robust communication between management and workers on location, so that everyone has the same understanding, and using appropriate management we will monitor and ensure the implementation of safety measures.

2. Main Points of Reorganization, Modification of Rights and Repayment Plan

- The Three Debtor Companies will carry out a reorganization and capital increase in the following order, on the day following the day of confirmation of the Reorganization Plan.
  ① JALS, JALI and JLC will merge, with JALI as the surviving entity.
  ② Stock owned by JALS shareholders will be acquired gratis, and all treasury shares will be cancelled, and JALI will reduce stated capital and capital reserves to zero.
  ③ JALI will receive pay-in totaling 350 billion yen from the Enterprise Turnaround Initiative Corporation of Japan ("ETIC") and issue shares to ETIC.
  ④ JALI will absorb and merge with JALways Co., Ltd. and JAL LIVRE Co., Ltd.
- Modification of rights for unsecured reorganization claims and secured reorganization claims (together, the "Reorganization Claims") will take place on the day following the day of confirmation of the Reorganization Plan following the merger of the Three Debtor Companies.
- The repayment rate for Reorganization Claims shall be the same for all Three Debtor Companies (what is known as par rate repayment); and with the merger, the internal claims among the Three Debtor Companies will extinguish, and overlapping claims held by creditors against multiple entities will be streamlined into a single claim.
- For secured reorganization claims, the fixed claim amount will be repaid in full in installments over seven years. However, with court approval, early lump-sum payment is also possible.
- Regarding the collateral for secured reorganization claims slated for disposal, if and only if a purchase and sale agreement or other disposal agreement is executed by March 10, 2011, a disposal price-linked repayment method will be employed.
- For unsecured reorganization claims, 87.5% of the fixed claim amount will be discharged, and repayment will be made in installments over seven years. However, with court approval, early lump-sum payment is also possible.
- JAL Corporate Pension Fund claims will be subject to modification of rights that will be consistent with the revised JAL corporate pension fund code, and premiums will be paid pursuant to the provisions of such revised code.

- For domestic corporate bond claims, within three months from the day of confirmation of the Reorganization Plan, lump-sum payment will be made of the amount after modification of rights.
- Starting April 1, 2011, JALI's name will become *Nihon Koukuu Kabushiki Kaisha* (English name will be "Japan Airlines Co., Ltd.").

Overview of Reorganization Plan

Part I: Background to the submission of the Reorganization Plan

1 Background to filing the petition for corporate reorganization proceedings

On October 29, 2009, the Three Debtor Companies commenced advance consultations with the Enterprise Turnaround Initiative Corporation of Japan ("ETIC") and formulated a business rehabilitation plan with the involvement of ETIC. On January 19, 2010, the Three Debtor Companies, together with their primary creditors—namely, the Development Bank of Japan Inc., Japan Bank for International Cooperation, Mizuho Corporate Bank, Ltd., The Bank of Tokyo-Mitsubishi UFJ, Ltd., and Sumitomo Mitsui Banking Corporation—formally applied for support from ETIC and filed a petition for commencement of corporate reorganization proceedings. On the same day, the court order for commencement of reorganization proceedings was received.

2 Appointment of Trustees and framework for executing operations

The Tokyo District Court appointed as Trustees ETIC and Eiji Katayama, Esq., and the Trustees appointed 25 deputy trustees. ETIC nominated as Trustee representatives Hideo Seto, an outside director of ETIC, and Akitoshi Nakamura, representative director of ETIC. On February 1, 2010, the Trustees delegated Kazuo Inamori, Chairman Emeritus of Kyocera Corporation, to be chairman of the Three Debtor Companies, and appointed Masaru Onishi to be deputy trustee and president, Hisao Taguchi to be deputy trustee and executive vice president, and 28 additional executive officers, putting in place the framework for executing operations.

3 Measures for avoiding disruption of aviation service

In order to prevent aviation service from being disrupted by the petition for commencement of corporate reorganization and to enable aircraft to continue to fly safely, ETIC decided, with certain preconditions for its support such as the continuous repayment of commercial obligations and lease obligations, to provide support on the same day that the order to commence reorganization proceedings was made. Further, in order to alleviate the uncertainty among commercial partners about availability of funds, prior to filing the petition for commencement of reorganization proceedings, ETIC held consultations with Development Bank of Japan Inc. and arranged for a line of credit for the JAL group, totaling 600 billion yen, to be available from January 2010.

On the same day as ETIC's decision to provide support and the order to commence reorganization proceedings, the Japanese government and the Transportation Minister announced the government's intention to provide the necessary support until JAL fully rehabilitates.

Also on the same day, the Three Debtor Companies received court approval to repay commercial obligations and lease obligations, and since then, based on such approval, the Three Debtor Companies have paid obligations necessary for continuation of flight service. Because of these measures, there have been no disruptions to JAL Group flight service, and the Three Debtor Companies are continuing safe flight operations.

4 Trustee initiatives directed at drastic structural reform

Following the decision to commence reorganization proceedings, the JAL Group undertook various initiatives, including initiatives directed towards the following:

- construction of a management control structure and accounting reform;
- optimization of route network;
- aggressive utilization of alliances;
- review of the air transport business (including cessation from the use of cargo-only planes);
- avoidance of aviation fuel price fluctuation risk;
- sale of aircraft directed towards reducing the number of aircraft models used;
- headcount reductions;
- sale of subsidiaries directed towards reorganization of group companies;
- procurement reform;
- facility reform;
- pension reform;
- airport-related cost structure reform;
- review of flight crew base and training location structure;
- revision of wage and welfare benefit systems;
- reductions in taxes and public charges; and
- improvements in employee awareness.

The above initiatives will be continued as part of the upcoming business plan.

Part II: Outline of Business Plan

The JAL Group Business Plan, on the premise that safety be ensured first and foremost, calls for the reduction of fixed expenses to the extent possible and a flexible operating structure for aircraft and flight crews, to enable greater flexibility and adaptability in operations; at the same time, by building as slim an organization structure as possible and thereby improving worker productivity, the JAL Group will improve profitability and secure further cost competitiveness.

By fully implementing the above measures, the JAL Group will aim to become profitable on an operating basis and eliminate its excessive liabilities from the first fiscal year of the plan and thus to rehabilitate quickly.

1 Outline of Business Plan

Item	Outline of Business Plan
Reduction in number of aircraft models	· A total of 103 aircraft, including all 747-400s, A300-600s, MD-81s and MD-90s, will be retired. The number of aircraft models flying JALI routes will be reduced from seven to four (excluding regional jets).
Smaller aircraft	· Will proceed with the deployment of the highly efficient small-sized 737-800, the even smaller regional jet E170, and the 787, an aircraft that is a key to future international route strategy.

Optimization of route network	• For domestic routes, on the premise of ensuring profitability, emphasis will be placed on more frequent service using smaller aircraft, and the flight network will be maintained at a certain level. • International routes will center on the major cities of US and Europe and on Asian routes (a growth market), securing strategic positioning in terms of customer needs and within alliances. For resort routes, JALI will specialize in Honolulu and Guam routes, which have both high profitability and strong customer demand.
Optimization of air transport subsidiary structure	• By making the regional air transport subsidiaries more closely tied to their local communities and streamlining their operations so that they operate only a single type of aircraft, a more efficient air transport structure will be attained.
Concentration of managerial resources on the air transport business	• Managerial resources will be concentrated on the air transport business, and subsidiaries in peripheral fields will be sold. • In the cargo and mail business, cargo-only planes (freighters) will be taken out of service, and the service will focus on cargo service using passenger plane cargo compartments (bellies).
Construction of an organization and management control structure with greater flexibility	• The multilayer structure and redundant functions of the organization will be eliminated, and new departments will be created that will be responsible for cash flow on an individual route basis, thereby clarifying responsibility for profit and loss results for individual routes and departments. • For group companies, responsibility for profit and loss will also be clarified; there will be greater understanding and management of the group's overall managerial conditions, as well as greater sharing of managerial policy with group companies.
Aggressive utilization of alliances	• The customers, managerial know-how, facilities, IT systems and other tangible and intangible assets of alliance partners will be aggressively utilized to maximize the alliance effect. • After obtaining antitrust immunity (ATI) with American Airlines, preparations will be made for the joint business, American Airlines know-how will be acquired, and bilateral partnerships with other airlines will be strengthened.
Major downsizing of self-operated airport facilities (reform of airport cost structures)	• Office space will be reviewed, airport terminal space will be partially returned, requests will be made for reductions in fees for joint facilities shared with other airlines, real estate-related fees will be reduced by vacating storage rooms and cargo warehouses, etc., and personnel costs will be reduced through headcount reductions and lowering per-unit charges for subcontracted services.

	• With respect to the Kansai International Airport and the Central Japan International Airport, in accordance with the reduction in number of flights, there will be contractions in group-run operations of passenger services and flight services, and through sale of operations to other companies, such group-run operations will be subcontracted.
Facility reform	• Initiatives will be taken to achieve major reductions in real estate-related fees. Office space will be subject to thorough review.
Headcount reductions	• Through a more flexible personnel positioning among organizational units and a review of working standards and other personnel policy, the overall bare-minimum headcount will be reduced, while ensuring safety. Specifically, through early retirement and sale of subsidiaries, there will be further headcount reductions, so that the number of Group employees will go from 48,714 as of the end of FY2009 to roughly 32,600 at the end of FY2010.
Overhaul of wage and benefit systems	• As the basic policy of the new system, employee evaluations will be carried out fairly and in strict accordance with standards, focusing on employee performance and conduct, and that evaluation will be properly reflected in employee treatment. • A review will be carried out of the welfare and other benefits (i.e., fringe benefits) provided to officers and employees, which have been strongly criticized as being too generous. With a basic principle of making these benefits in line with statutory requirements or with general norms, a thorough review will be carried out so that the levels and ranges are the minimum required of air carriers.
IT system updates	• The IT infrastructure, which has become obsolete and overly complicated, will be updated, the flow of organization-related information will be accelerated, and an operational platform will be built that can support assorted productivity improvements and function enhancements at low cost.
Reductions in taxes and public charges	• Because aviation fuel taxes, landing fees and other taxes and public charges are over 10% or so of sales from domestic and international routes of JAL Group aviation businesses (the aggregate amount of aviation fuel taxes, landing fees and other taxes and charges in FY2008 reached roughly 172.2 billion yen), application will be made to the competent offices for reductions in amount.

costs for the departments under each management team; under this structure "tireless and persistent efforts" will be made to achieve the targets in the plan. In monthly results reporting meeting and business plan status confirmation meetings, the management teams will gain an awareness of current status and upcoming issues, with the aim of ensuring that plan targets for the JAL Group overall are attained.

(4) Initiatives addressing changes in the competitive environment

In respect to the domestic route market, by having some aviation subsidiaries operate flights using a single model small aircraft or regional jet, the Group's low-cost operations ratio will be increased, thereby establishing a thoroughly low-cost operation structure.

In respect to the international route market, utilizing the expansion of the Haneda landing slot, initiatives will be steadily directed towards demands for service that leverage convenience (high-yield demand). So that changes in the competitive environment can be addressed flexibly, the basic quality of safety and on-time performance will be strictly ensured, while consideration will be given to the provision of low-cost transport services.

Part III: Basic Policy of Reorganization Plan

1 Early completion through refinancing

With regard to repayment of Reorganization Claims, the principle is that installment payments will be made over seven years primarily; but by March 2011, refinancing will be carried out with the goal of early completion of the reorganization proceedings through early lump-sum payment ahead of schedule.

2 Merger

(1) Overview of merger

The Three Debtor Companies, JAZ and AAZ will merge, with JALI as the surviving entity.

- Japan Airlines Corporation (JALS)
  Holding company for the JAL Group
- Japan Airlines International, Co., Ltd. (JALI)
  Core business entity for the JAL Group
- JAL Capital Co., Ltd. (JLC)
  Subsidiary handling the financial divisions of the JAL Group
- JALways Co., Ltd. (JAZ)
  International aviation subsidiary for the JAL Group
- JAL LIVRE Co., Ltd. (AAZ)
  Subsidiary handling the accounting divisions of the JAL Group

(2) Modification, associated with the merger, of rights for shares

① JALI will absorb and merge with JALS and JLC.

② Following ①, JALI will acquire all outstanding shares gratis, and cancel all its treasury shares.

③ Following ②, JALI will reduce stated capital and capital reserves to zero.

④ Following ③, JALI will receive pay-in of 350 billion yen from the ETIC.

⑤ Following ④, JALI will absorb and merge with JAZ and AAZ.

⑥ The foregoing will take effect on the day following the day of confirmation of the Reorganization Plan.

(3) Modification, associated with the merger, of Reorganization Claims

① All reorganization claims and other claims and obligations among the Three Debtor Companies will extinguish with the merger (extinguishment of internal claims).

② The repayment rate for Reorganization Claims shall be the same for all Three Debtor Companies (par rate repayment);

③ The foregoing modification of rights will take place on the day following the day of confirmation of the Reorganization Plan following the merger of the Three Debtor Companies.

3 Handling of overlapping claims

Overlapping claims will be grouped into those subject to repayment and those that will be discharged, according to the following principles.

When the amounts of multiple claims differ, the overlapping portion will be called the overlapping claim.

One claim	Other claim	What is subject to repayment
①Secured reorganization claim	Unsecured reorganization claim	Secured reorganization claim will be subject to repayment; unsecured reorganization claim will be discharged.
②Unsecured reorganization claim	Unsecured reorganization claim	One unsecured reorganization claim will be subject to repayment; the other unsecured reorganization claim will be discharged in its entirety.
③Secured reorganization claim & unsecured reorganization claim	Unsecured reorganization claim	① will be applied to the extent of the secured reorganization claim, and for any portion exceeding this, ② will be applied.
④Secured reorganization claim & unsecured reorganization claim	Secured reorganization claim	First, one secured reorganization claim will be subject to repayment; next, ① will be applied for the other secured reorganization claim.

Part IV: Modification and the like with regard to Reorganization Claims

1 Secured reorganization claims

(1) Principles on modification of secured reorganization claims secured by interests on continuously owned assets, and repayment method

① Fixed secured reorganization claims shall be repaid in full.

② Equal installment payments shall be made once a year every year between 2012 and 2018 on the last day of March. However, with court approval, Trustees can make a lump-sump payment. If there are holders of secured reorganization claims who have agreed with Trustees not to receive accelerated repayment, Trustee may choose not to make accelerated repayment just to such holders of secured reorganization claims.

③ Upon prior consultations with holders of secured reorganization claims, and with court approval, Trustees may sell the collateral assets for continued holding. The relevant security interest will be converted into pledge against fixed-term deposits in the name of Trustees.

(2) Provisions on collateral assets subject to disposal price-linked repayment method

① If Trustees execute a purchase and sale agreement or other disposal agreement by March 10, 2011, for the collateral assets slated for disposal, repayment shall be made as follows.

If the actual proceeds··· (*) (*actual proceeds = sale price - sale costs)	exceed secured reorganization claims	Actual proceeds will be paid in full. Of the repayment amount, the portion exceeding the secured reorganization claim amount will be considered as 100% repayment of unsecured reorganization claims.
	fall short of secured reorganization claims	Actual proceeds will be paid in full. For secured reorganization claims not repaid by this, 87.5% shall be discharged.

② In the case where no sale could be made by March 10, 2011, (1) will be employed.

③ Secured reorganization claims secured by pledges on deposits

If the collateral assets for secured reorganization claims had been disposed of after the commencement of the reorganization proceedings and the security interests are converted into pledges or the like on deposits, in principle, repayment must be made within one month after the day of confirmation of the Reorganization Plan.

2 Preferred reorganization claims

(1) Taxes

After receiving a waiver of overdue taxes, the amount after waiver will be paid either within one month from the day of confirmation of the Reorganization Plan or on January 19, 2011, whichever comes first.

(2) Labor claims

Fixed labor claims will be paid in full within three months from the day of confirmation of the Reorganization Plan.

Retirement pension claims and loss-of-license pension claims will be repaid on the days prescribed by the relevant regulations.

3 Unsecured reorganization claims

(1) Details of the modification of rights and the principle of repayment method

a. Modification of rights

On the day following the day of confirmation of the Reorganization Plan, 87.5% will be discharged (repayment rate 12.5%). However, interest etc. following commencement will be discharged in its entirety.

b. Repayment method

Regarding the amount remaining after the discharge, equal installment payments will be made once a year between 2012 and 2018 on the last day of March. However, with court approval, Trustees may make a lump-sump payment. If there are unsecured reorganization claim holders who have agreed with Trustees not to receive accelerated repayment, Trustees may choose to not make accelerated repayment just to such unsecured reorganization claim holders.

(2) Provisions on rights to demand performance of guarantee liabilities

In regard to the right to demand performance of guarantee liabilities by the Three Debtor Companies other than for overlapping claims, the following will apply.

When the primary debtor continues to make the stipulated repayments	Modification of rights and repayment is suspended
When the acceleration clause is invoked against the primary debtor	On the day Trustees receive notice, the balance remaining after deducting the amount the primary debtor paid by such day from the fixed unsecured reorganization claim amount is deemed the fixed unsecured reorganization claim amount, and in the same manner as that described for (1) unsecured reorganization claims above, modification of rights and repayment will be carried out.

(3) Provisions concerning JAL Corporate Pension Fund claims

a. Modification of rights

Modification of rights will be made as follows on the day following the day of confirmation of the Reorganization Plan.

Premium rate on No. 1 pension (company payment portion)	To be modified from 49‰ to 43‰
Premium rate on special premiums	To be modified from 196‰ to 161‰

b. Repayment method

Premiums that are overdue on the day of confirmation of the Reorganization Plan	Lump-sum payment will be made within three months from the day of confirmation of the Reorganization Plan
Premiums that are not yet due on the day of confirmation of the Reorganization Plan	To be paid as stipulated in the amended JAL corporate pension fund code.

(4) Provisions concerning the repayment method for domestic corporate bond claims

Lump-sum payment will be made within three months from the day of confirmation of the Reorganization Plan.

4 Modification of rights for shares

① At the time of the merger and absorption by JALI, JALS shareholders will receive one JALI common share for every share they own. However, no stock certificates will be issued.

② Following ①, JALI will acquire all shares gratis.

③ Following ②, JALI will cancel all treasury shares.

5 Pay-in by ETIC

- Upon receiving 350 billion yen pay-in from ETIC, JALI will issue shares for subscription.
- The amounts of new stated capital, etc. at the post-merger JALI are as follows:

Stated capital: 175 billion yen	Capital reserves: 175 billion yen

6 Possibility of additional investments

With court approval, new issuance of shares for subscription is possible.

7 Change in JALI's trade name

On April 1, 2011, JALI's trade name will change to *Nihon Koukuu Kabushiki Kaisha* (English name will be "Japan Airlines Co., Ltd.").

Part V: Schedule

August 31 (Tuesday)	Reorganization Plan submitted to the court

September 10 (Friday)	Forms for written vote scheduled to be mailed to voting rights holders
Through November 19 (Friday)	Voting period for written vote

This is Exhibit "O" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Hiromichi Matsumoto

Notary

HIROMICHI MATSUMOTO

<English translation for reference only>

Case Nos. (mi) 1 through 3 of 2010 (Heisei 22); Cases of Corporate Reorganization

Decision

2-4-11 Higashi Shinagawa, Shinagawa-ku, Tokyo
Case No. (mi) 1 of 2010, Debtor Company: Japan Airlines Corporation
2-4-11 Higashi Shinagawa, Shinagawa-ku, Tokyo
Case No. (mi) 2 of 2010, Debtor Company: Japan Airlines International Co., Ltd.
2-4-11 Higashi Shinagawa, Shinagawa-ku, Tokyo
Case No. (mi) 3 of 2010, Debtor Company: JAL Captital Co., Ltd.
Trustee for the three Debtor Companies:
The Enterprise Turnaround Initiative Corporation of Japan, and
Eiji Katayama

Main Text

This court approves the reorganization plan.

Reasons

This court finds that the reorganization plan, which has been submitted by the Trustees and passed, fulfills all the requirements provided in Article 199, Section 2, Sub-sections 1-6 of the Corporate Reorganization Act. Therefore, this court approves the reorganization plan and decides as described in the main text.

November 30, 2010

Civil 8th Division of the Tokyo District Court

Chief Judge [Hiroyuki Kanno]

Judge [Akiyo Fukui]

Judge [Naofumi Moutai]

This is a certified copy.

November 30, 2010

Civil 8th Division of the Tokyo District Court

Court Clerk [Kenichirou Teshima]

[End of Text]

<English translation for reference only>

I, Trustee Eiji Katayama, confirm this to be as correct and accurate translation in English language as it be, of the court decision in Japanese language.
Dated: November 30, 2010

Eiji Katayama
Trustee
Japan Airlines Corporation
Japan Airlines International Co., Ltd.
JAL Captital Co., Ltd.

This is Exhibit "P" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Notary

HIROMICHI MATSUMOTO

The Japanese Corporate Reorganization Act (abridged)

Article 204 (Discharge of the Reorganization Claims, etc.)

Section 1

When the Court renders an order to confirm the reorganization plan, except for the rights described as follows, the Debtor shall be discharged from all the liabilities regarding Reorganization Claims, etc., and all the rights of the shareholders and collaterals upon the Debtor's assets shall be perished:

1) rights admitted herein or in the reorganization plan.

Article 2 (Definition)

Section 2

12 "Reorganization Claims, etc." hereby means Reorganization Claims and/or Secured Reorganization Claims.

8 "Reorganization Claim" hereby means monetary claim incurred against the Debtor based on a cause prior to the commencement of the reorganization proceeding or the following claim, excluding Secured Reorganization Claim and Common Beneficial Claims.

10 "Secured Reorganization Claim" hereby means monetary claim incurred against the Debtor based on a cause prior to the commencement of the reorganization proceeding, and secured by a collateral upon the Debtor's asset at the commencement of the proceeding when the asset is evaluated at the market value of the commencement of the reorganization proceeding.

This is Exhibit "Q" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Hiromichi Matsumoto

Notary

HIROMICHI MATSUMOTO

Court File No: CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. c-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

Applicants

APPLICATION UNDER PART IV OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36 AS AMENDED

FIRST REPORT OF THE INFORMATION OFFICER
DELOITTE AND TOUCHE INC.
JULY 30, 2010

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Barristers and Solicitors
Patent and Trade-mark Agents
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Stuart Brotman (LSUC No. 43430D)

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Solicitors for the Information Officer,
Deloitte and Touche Inc.

INTRODUCTION

1. On January 19, 2010, Japan Airlines Corporation, including wholly-owned subsidiaries Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. (collectively "JAL" or the "Company"), commenced proceedings under the Corporate Reorganization Act of Japan (*Kaisha Kosei Ho*) (the "JRA") before the Tokyo District Court, Civil Department No.8 ("Japan Proceeding").

2. Pursuant to the commencement of proceedings under the JRA, the Tokyo District Court (the "Japanese Court") appointed the Enterprise Turnaround Initiative Corporation of Japan ("ETIC"), a fund established by the Japanese government to help distressed entities, and Eiji Katayama as trustees (collectively, the "Trustees") in the Japan Proceeding, with full authority to administer JAL's assets, and ultimately, formulate a plan of reorganization.

3. On January 19, 2010, Eiji Katayama (the "Foreign Representative"), sought certain protections in the United States pursuant to Chapter 15 of Title 11 of the United States Bankruptcy Code ("Bankruptcy Code"). On February 17, 2010, the U.S. Bankruptcy Court granted a recognition order recognizing the Foreign Representative and the Japan Proceeding as a foreign main proceeding pursuant to Chapter 15 of the Bankruptcy Code ("Chapter 15 Proceedings").

4. On April 30, 2010, the Foreign Representative brought an application (the "CCAA Proceeding") before the Canadian Court pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), and obtained an order, which among other things: (i) recognized the Japan Proceeding as a "foreign main proceeding"; (ii) granted a stay of proceedings against the Company; and (iii) appointed Deloitte & Touche Inc. ("Deloitte") as Information Officer (the "Canadian Recognition Order"). A copy of the Canadian Recognition Order is attached as Exhibit "A".

5. Following its appointment as Information Officer, Deloitte, in accordance with Section 47 of the CCAA and paragraph 24 of the Recognition Order, coordinated the publication of

notice of this CCAA Proceeding and the Japan Proceeding in the Globe and Mail (National Edition) on May 10 and May 17, 2010.

6. The Canadian Recognition Order requires that the Information Officer report to the Court at such times and intervals as it deems appropriate and, in any event, at least once every three months. This report is filed pursuant to the requirements of the Canadian Recognition Order.

7. The purpose of this First Report of the Information Officer (the "First Report") is to provide the Canadian Court with information concerning the following:
   - background on JAL's business and operations globally and in Canada;
   - update on JAL's restructuring initiatives to date;
   - update on the Japan Proceeding and the claims process;
   - update on foreign proceedings, including in Canada; and,
   - the activities of the Information Officer.

TERMS OF REFERENCE

8. In preparing this report, Deloitte has relied upon unaudited financial information, the Company's books and records, financial information prepared by the Company and its advisors, discussions with management of JAL and its representatives and advisors and discussions with the Trustees. In addition, Deloitte has reviewed the publicly available information filed in the Japan Proceeding and this CCAA proceeding. Deloitte has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information and, accordingly, Deloitte expresses no opinion or other form of assurance on the information contained in this report.

9. Certain of the information referred to in this report may consist of or include forecasts and/or projections. An examination or review of financial forecasts and projections, as outlined in the Canadian Institute of Chartered Accountants Handbook, has not been performed. Readers are cautioned that since projections are based upon assumptions about

future events and conditions that are not ascertainable, actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

10. Deloitte has requested that JAL bring to its attention any significant matters that were not addressed in the course of its specific inquiries. Accordingly, this report is based solely on the information (financial or otherwise) made available to Deloitte.

11. All references to dollars in this report are in Canadian currency unless otherwise noted.

BACKGROUND

Summary of key elements of the Japan Proceeding

12. Included in the application material for the Canadian Recognition Order was the affidavit of the Foreign Representative, dated April 12, 2010 (the "Katayama Affidavit"). The Katayama Affidavit contains a high-level summary of the JRA process including;

- Once the formal commencement order is issued by the Japanese Court, restrictions are imposed on the rights and interest of various parties, including creditors, lien holders and equity groups.
- Under the Japan Proceeding, the Japanese Court will designate one, or multiple, trustees who assume full responsibility for managing JAL's restructuring and reorganization plan. Under the JRA, a trustee is vested with powers to operate the debtor's business and to administer and dispose of the debtor's property, regardless of location.
- A reorganization plan must be submitted within one year of the commencement order, which period may be extended twice by the Japanese Court for just cause.
- Under the JRA, generally a plan must be approved by the following creditor classes: (i) a majority of the debtor's unsecured creditors by aggregate claim amount; and (ii) two-thirds of the debtor's secured creditors by aggregate claim amount.
- If the required votes in favor of approval of the plan are not obtained by the respective classes, the Japanese Court may either terminate the proceedings, or as

an alternative, confirm the plan over dissenting creditors. The JRA provides the Japanese Court with a "cram down" mechanism which allows the Japanese Court to unilaterally amend the plan in certain circumstances.

13. Japan adopted the UNCITRAL Model Law on Cross-Border Insolvency in 2000.

JAL Company Overview

14. JAL, one of the world's largest air carriers, provides air transportation, cargo and other transportation services to millions of customers globally. JAL has been in operations since 1951 and currently has operations in 34 countries including Canada. JAL's corporate headquarters and registered head offices are located in Tokyo. The majority of JAL's assets, employees, creditors and decision making are located in Japan.

15. Japan Airlines Corporation's shares were previously traded on the Tokyo Stock Exchange in Japan until their delisting in February 2010 as a result of the Japan Proceeding.

16. During 2009, JAL provided international passenger service to approximately 11 million passengers and Japanese domestic passenger service to approximately 41 million passengers. JAL's domestic passenger business is the largest in Japan, operating approximately 930 flights daily from over 60 airports. JAL also has a strong international presence with hubs in London, Beijing, New York, Los Angeles, and Hong Kong. JAL's international passenger business maintains a network serving 159 cities in 34 countries with approximately 4,000 flights weekly on 258 routes.

17. JAL employs approximately 50,000 employees in its consolidated entities as of March 31, 2009, of which approximately 92% are union-represented pursuant to eight collective bargaining agreements.

18. JAL is an airline services company that, together with its subsidiaries, operates in five primary business segments: 1) air transportation business; 2) airline-related businesses such as cargo, in-flight meal preparation, and aircraft maintenance; 3) travel services; 4) credit

card and leasing services business; and, 5) other businesses such as hotel operations, wholesaling and retailing, real estate, printing, construction, temp staffing, and information and advertising.

19. For the year ended March 31, 2009, JAL reported consolidated operating revenues of USD$19.8 billion and consolidated EBITDA of USD$684 million. North and South America operating revenues from overseas operations were USD$2.7 billion, which represented 13.8% of operating revenues from overseas operations as a percentage of consolidated operating revenues.

JAL's Canadian operations

20. JAL operates internationally on a consolidated basis with all decision making being made in Japan. There are no stand alone Canadian operations, and all Canadian operations are fully integrated into JAL's global network.

21. JAL conducts operations in Canada from its main office in Vancouver, with satellite offices at Vancouver International Airport, Toronto Pearson International Airport and Montreal Pierre Elliot Trudeau International Airport. JAL operates daily passenger flights to and from Vancouver International Airport and Tokyo's Narita Airport. JAL also transports air freight to and from Vancouver in the belly-hold of their passenger aircraft. There are no other passenger or cargo flights to other airports in Canada. In Toronto and Montreal, JAL coordinates the movement of air freight to and from Toronto and Montreal via flights either from Chicago or New York. There are 37 employees in Canada, none of whom are unionized.

22. JAL's revenue from Canadian operations in 2009 was $60 million and the value of JAL's assets located in Canada was ¥50 million.

JAL'S RESTRUCTURING INITIATIVES

23. JAL's goal is to restructure the business to withstand economic fluctuations by generating profits without overly relying on future traffic demand. On April 28, 2010, JAL announced the following restructuring initiatives with the goal of substantially reducing the airline's fixed costs within fiscal 2010:

    - Withdrawal from several overseas regions;
    - Contraction in the size of operations, including head count reduction, due to low demand; and,
    - Utilization of smaller aircraft to improve profitability on JAL's short-haul Asia flights.

24. JAL has decided to discontinue services on 15 international routes with 86 weekly roundtrip flights, as well as 30 domestic routes with a maximum of 58 daily roundtrip flights excluding seasonally-operated flights. This constitutes a reduction of JAL's international and domestic operations measured in available seat kilometers of 40% and 30%, respectively, when compared to fiscal 2008.

    - Including changes made since fiscal 2009, JAL has terminated 28 international routes with the closure of 11 overseas bases.
    - Domestically, 50 routes will be terminated along with closure of 8 offices.
    - International route suspensions, flight frequency reductions, and office closures will be effective as of approximately October 2010.
    - Domestic route suspensions, flight frequency reductions, and office closures will be completed in two stages during October 2010 and March 2011.

25. JAL is estimating a reduction of approximately 16,000 jobs. JAL is utilizing several initiatives to achieve this target. In March and April 2010, an initial early retirement program helped to eliminate approximately 4,000 jobs. JAL also plans to utilize a second voluntary early retirement program this coming fall. Throughout the year contract and temporary workers' contracts will not be renewed upon expiration. JAL also plans to eliminate jobs by divesting group firms, and jobs through natural attrition. Employee

reduction efforts are expected to reduce group personnel expenses by approximately 30% in fiscal 2010.

26. As a result of the decreased number of routes and flight frequency, JAL plans to retire their Boeing 747-400 and Airbus 300-600 aircraft by the end of the current fiscal year. The use of smaller aircraft is expected to improve profitability on their short-haul Asia flights. Aircraft configuration changes will also be made to maximize profitability on specific routes based on demand.

27. From the material and correspondence reviewed by the Information Officer it is expected that there will be no material impact on JAL's Canadian operations as a result of the restructuring initiatives noted above.

UPDATE ON JAPAN PROCEEDING

28. On May 25, 2010, JAL filed a petition with the Tokyo District Court, pursuant to Article 184(4) of the JRA, to extend the due date by which the Trustees should submit the proposed reorganization plan. On the same date, the Court rendered an order to change the due date from June 30, 2010, to August 31, 2010.

29. The purpose of the extension is to provide additional time for JAL to improve its profitability through cost reductions initiatives while improving the firmness and certainty of expected results. JAL continues to review additional restructuring initiatives including; eliminating additional flight lines, improving strategic alliances, restructuring the cargo business, reducing fixed costs associated with flight equipment and facilities, reviewing procurement and management systems, innovating the IT system, restructuring marketing initiatives, reorganizing affiliate companies, and improving manpower planning.

30. JAL advised that there will be no cash-flow issues associated with the extension and there will be no necessity for additional funding.

31. On April 30, 2010 and May 7, 2010, the Japanese Court rendered an order to change the due dates for the submission and denial of filed reorganization claims as follows:
    - Due date for the submission of the admission and denial of filed reorganization claims to the Japanese Court extended from April 30, 2010 to May 28, 2010;
    - Ordinary period for investigation of filed reorganization claims extended from May 10 to May 24, 2010 to May 31 to June 14, 2010;
    - Due date by which JAL, creditors who filed reorganization claims and shareholders may submit their proposed reorganization plan extended from May 31, 2010 to June 23, 2010.

32. The Information Officer is not aware of any creditors that have opposed JAL's restructuring process to date, nor is the Information Officer aware of any creditors that have submitted a plan of reorganization. The Information Officer has read that one shareholder has submitted an unsolicited plan; however there is uncertainty as to whether the plan complies with applicable law.

UPDATE ON CANADIAN AND OTHER FOREIGN PROCEEDINGS

Canada

Financial Matters

33. In the Katayama Affidavit the Foreign Representative stated that "The Applicants intend to continue making ordinary course payments to their trade creditors and contract counterparties in Canada, including airport authorities, vendors, contractors and trade creditors..." for their continued supply of goods and services and that these stakeholders will be unaffected by the reorganization proceedings. The Katayama Affidavit also confirmed that JAL intended to continue to pay all employee related costs in the ordinary course.

34. The Information Officer has requested and received confirmation from JAL that these stakeholders have, in fact, been paid in the ordinary course since commencement of the CCAA Proceeding.

35. In addition, the Information Officer has requested and received from JAL a cash flow statement showing actual cash flows in respect of the Canadian operations to the end of May, 2010 and projected cash flow to the end of December, 2010. A copy of that statement is attached hereto as Appendix A. The Information Officer was not involved in the preparation of this cash flow statement. The provided cash flow statement reflects that the Canadian JAL operations have had and will continue to have sufficient cash inflows to fund their required cash outflows through December 2010.

Proposed Class Proceedings

36. As disclosed in the Katayama Affidavit, there are two categories of proposed class proceedings that have been commenced against JAL and other airlines in Canada: one in Ontario in connection with an alleged conspiracy to fix the price of transpacific international long-haul air passenger services (the "Passenger Proceeding") and three (one in each of Ontario, Quebec and British Columbia) in connection with an alleged conspiracy to fix the price of international air freight shipping services (the "Cargo Proceedings"). Similar or related proceedings were also commenced against JAL and other airlines in the United States and Australia.

37. JAL has been in negotiations with the plaintiff's counsel in the Cargo Proceedings for some time. The Information Officer has been informed that those negotiations resulted in the execution of a settlement agreement for the Cargo Proceedings as at July 8, 2010 (the "Cargo Agreement"). JAL sought and obtained permission from the Japanese Court to execute the Cargo Agreement (the "Authorization Order"). Pursuant to the Cargo Agreement, JAL agreed, among other things and without admission of liability, to make a settlement payment for the benefit of the proposed class. However, as the Authorization Order and the terms of the Cargo Agreement are presently under strict confidentiality restrictions, the Information Officer is not able to provide a copy of the Authorization Order or any further details about the Cargo Agreement at this time. The Passenger Proceeding has not been settled.

38. The rules governing Canadian class proceedings require that the Cargo Agreement be approved by the court before the settlement can be implemented. The Information Officer is informed that the parties to the Cargo Proceedings will be bringing motions first for approval of the notice of settlement and settlement approval hearing (the "Notice Motion") and, subsequently, for approval of the Cargo Settlement and for authorization to implement the Cargo Settlement (the "Approval Motion"). The Notice and Approval Motions will be closely coordinated with similar motions being brought in the United States in connection with the settlement by JAL of the U.S. Cargo Proceeding. It is anticipated that the Notice Motion will be filed within the next 30 days. The timing of the Approval Motion will be contingent on when the court issues a decision on the Notice Motion. Further details with respect to the Cargo Settlement will be disclosed in connection with the Notice and Approval Motions. In particular, the Cargo Settlement will be filed as part of the Notice Motion.

Canadian Claims Submitted in Japanese Proceedings

39. There is no claims process in the CCAA Proceeding as all claims are being administered in the Japan Proceeding.

40. The Information Officer is advised by JAL that the representative plaintiffs in the Passenger Proceeding and in all three of the Cargo Proceedings filed proofs of claim in the Japanese claims process and that all such claims have been denied by the Trustees.

United States

41. On July 22, 2010, the Foreign Representative issued a status report detailing the status of the US proceedings generally and the settlement of certain antitrust litigation in the United States. A copy of this report is attached as Appendix B to this report.

42. The Information Officer has nothing further to report with respect to the US proceedings at this time.

United Kingdom

43. The Information Officer is not aware of any material updates in regard to JAL's proceedings in the U.K.

Australia - New Foreign Proceedings

44. On June 30, 2010, pursuant to s. 6 of the Cross-Border Insolvency Act 2008 and clause 1 of Article 17 of the UNCITRAL Model Law on Cross-Border Insolvency, the Federal Court of Australia (New South Wales district registry, General Division) recognized the Japan Proceeding as a foreign main proceeding. Furthermore, pursuant to s.6 of the Cross-Border Insolvency Act 2008 and Article 21(1)(e) of the UNCITRAL Model Law, the Australian court ordered that the administration and realization of all of JAL's assets located in Australia be entrusted to the Trustees. Attached hereto as Appendix C is a copy of a notice provided by JAL of the making of an Order in Australia recognizing the Japan Proceeding as a foreign main proceeding.

45. As noted above, JAL is involved in similar class action proceedings involving air freight shipping services in Australia. The Information Officer is not aware of the progress of such litigation or any settlement discussions therein.

ACTIVITIES OF THE INFORMATION OFFICER

46. Since the date of the Recognition Order, the Information Officer's activities have included:

- Reviewing the draft materials for this CCAA Proceeding and communicating with its counsel Fasken Martineau DuMoulin LLP ("Faskens") regarding same;
- Preparing for and attending at Court for the hearing requesting the Canadian Recognition Order;
- Posting a copy of the Court-filed documents in this CCAA Proceeding to the Information Officer's website at http://www.deloitte.com/ca/japan-airlines;
- Coordinating publication of the CCAA Proceeding and Japan Proceeding in the national edition of the Globe and Mail on May 10 and May 17, 2010, as required by section 47 of the CCAA and paragraph 24 of the Canadian Recognition Order;
- Daily review and monitoring of the materials filed in the Japan Proceeding and communicating with Faskens regarding same;
- Various discussions and correspondence with Davies Ward Phillips & Vineberg LLP ("Davies"), Canadian counsel to JAL;
- Participating in conference calls with management of the Company, Davies, the Foreign Representative and the Company's management and advisors to discuss matters relevant to the Japan and CCAA Proceedings; and,
- Preparing this Report and communicating with Faskens regarding same.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. c-36, AS MENDED AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO.,LTD., AND JAL CAPITAL CO., LTD.

APPLICATION UNDER PART IV OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36 AS AMENDED

CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceedings commenced at
Toronto, ON

FIRST REPORT OF THE
INFORMATION OFFICER
DELOITTE AND TOUCHE INC.

FASKEN MARTINEAU DuMOULIN LLP
333 Bay Street – Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Stuart Brotman (LSUC No. 43430D)
Tel: (416) 868-3538
Fax: (416) 364-7813

Solicitors for the Information Officer,
Deloitte and Touche Inc.

This is Exhibit "R" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Notary

HIROMICHI MATSUMOTO

<English translation for reference only>

Case No.: 2010 (mi) 1 to 3
Debtor: Japan Airlines International Co., Ltd.

Certificate of Approval

I hereby certify that, on March 16, 2011, the Tokyo District Court approved the Trustee to do the following, for which approval was sought in the Petition for Approval No. 23-30 in the case above.

To make lump-sum payment of installment debt ahead of the schedule pursuant to the Section 2, I, 2(2) and Section 2, IV, 2(4) of Chapter 4 of the Reorganization Plan.

March 16, 2011
Tokyo District Court Civil 8th division

Court Clerk Kenichiro Teshima [Seal]

This is Exhibit "S" referred to in the

affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Notary

HIROMICHI MATSUMOTO

<English translation for reference only>

Case No. (mi) 1 through 3 of 2010, Case of Corporate Reorganization

Decision

2-4-11 Higashi Shinagawa, Shinagawa-ku, Tokyo
Debtor Company: Japan Airlines International Co., Ltd.
Trustee for the Debtor Companies:
The Enterprise Turnaround Initiative Corporation of Japan, and
Eiji Katayama

Main Text

The corporate reorganization proceeding of this case shall be concluded.

Reasons

This court finds that the Debtor Company has repaid more than two thirds of the monetary claims provided in the Reorganization Plan which was approved on November 30, 2010, and that it is not in default of the Reorganization Plan. Therefore, pursuant to Article 239, Section 1, Sub-section 2 of the Corporate Reorganization Act, this court decides as provided in the main text.

March 28, 2011

Civil 8th Division of Tokyo District Court

Chief of Judge [Tasuku Daimon]

Judge [Akiyo Fukui]

Judge [Naofumi Moutai]

<English translation for reference only>

This is a certified copy.

March 28, 2011

Civil 8th Division of Tokyo District Court

Court Clerk [Kenichirou Teshima]

[End of Text]

<English translation for reference only>

I, Trustee Eiji Katayama, confirm this to be as correct and accurate translation in English language as it be, of the court decision in Japanese language.
Dated: March 28, 2011

Eiji Katayama

This is Exhibit "T" referred to in the

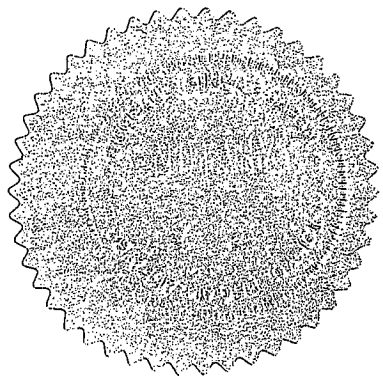
affidavit of Eiji Katayama

sworn before me, this 10th

day of May, 2011.

Notary

HIROMICHI MATSUMOTO



[JAL MEMO] March 28, 2011

Former Debtor Company: Japan Airlines International, Co., Ltd.
Trustee: Enterprise Turnaround Initiative Corporation of Japan
Hideo Seto, Representative
Akitoshi Nakamura, Representative
Trustee: Eiji Katayama

Japan Airlines International, Co., Ltd.
Representative Director, Chairman: Kazuo Inamori
Representative Director, President: Masaru Onishi

Announcement of Completion of Corporate Reorganization Proceedings with Early Lump-Sum Settlement of Reorganization Claims

Former Debtor Company Japan Airlines International (hereinafter Japan Airlines International) with the approval from the Tokyo District Court, procured a total of 254.96 billion yen from 11 financial institutes including from primary creditors and today, made a one-time, full repayment of Reorganization Claims amounting 395,145.57 million yen.

In accordance with Article 239, Section 1, Sub-section 2 of the Corporate Reorganization Act, Japan Airlines International declares with this announcement, its completion of the Corporate Reorganization Proceedings after receiving the Tokyo District Court's order to complete the Corporate Reorganization Proceedings.

Japan Airlines International extends its deepest gratitude to all creditors, customers and related parties who have provided valuable support and assistance during this time.

Under the leadership of the newly-appointed board of directors, Japan Airlines International will direct all efforts towards rebuilding the business. It will also fulfill its responsibilities as a public transport operator and continue contributing as much as possible to the regions in Japan stricken by the recent natural disaster.

END

Court File No. CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

Applicants/Moving Parties

APPLICANTS' MOTION RECORD

(Recognition and Implementation of Foreign Plan, returnable June 8, 2011)

Volume 2 of 2

DAVIES WARD PHILLIPS & VINEBERG LLP
1 First Canadian Place
Suite 4400
Toronto, ON M5X 1B1

Sandra A. Forbes (LSUC #33253P)
Natalie Renner (LSUC #55954A)
Tel: 416.863.5574
Fax: 416.863.0871

Lawyers for the Applicants

Court File No. CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. c-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

Applicants

APPLICATION UNDER PART IV OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36 AS AMENDED

AFFIDAVIT OF STUART BROTMAN
(Affirmed May 31, 2011)

I, **STUART BROTMAN**, of the City of Vaughan, in the Province of Ontario, **AFFIRM AND SAY:**

1. I am a partner in the law firm of Fasken Martineau DuMoulin LLP ("Fasken Martineau"), solicitors to Deloitte & Touche Inc., in its capacity as Information Officer (the "Information Officer") in the proceedings under Part IV of the Companies' Creditors Arrangement Act of Japan Airlines Corporation, Japan Airlines International Co., Ltd., and JAL Capital Co., Ltd. Accordingly, I have knowledge of matters hereinafter deposed to.

2. Attached hereto as Exhibit "A" is a true copy of the Statements of Account of Fasken Martineau in respect of services rendered to the Information Officer for the period from

April 5, 2010 through April 29, 2011. During that period, the total fees billed were $33,360.00 plus disbursements of $423.54 and applicable taxes of $3,357.15.

3. As set out in the following table, 53.4 hours were billed by Fasken Martineau, for the period from April 5, 2010 to April 29, 2011, resulting in an average hourly rate of $624.72 (exclusive of applicable taxes):

Name	Total Hours	Hourly Rate ($)*
Edmond F.B. Lamek	2.8	$775.00
Stuart Brotman	49.6	$629.28
R. Graham Phoenix	0.3	$425.00
Paralegal	0.2	$100.00
Kerri Bennett (Student at Law)	0.5	$200.00

* Periodically, the hourly rates charged by Fasken Martineau are increased in the normal course. The billing period discussed herein spans one such increase. Accordingly, the hourly rates reproduced here represent each listed individual's weighted average billing rate (to the nearest 0.01) during the billing period, taking into account the aforementioned increases (if any).

4. The activities detailed in the attached statements of account accurately reflect the services provided by Fasken Martineau and the rates charged are the standard hourly rates of those individuals at the firm at the time they were incurred.

5. In addition to the foregoing and to the attached statements of account, Fasken Martineau estimates that it will require an additional $3000, exclusive of disbursements and applicable taxes, on account of (a) fees accrued but unbilled from and after April 30, 2011; and, (b) estimated fees to accrue through the date of the discharge of Deloitte & Touche Inc as Information Officer.

6. I affirm this affidavit in support of the motion for, *inter alia*, approval of the fees and disbursements of Fasken Martineau and for no other or improper purpose.

AFFIRMED BEFORE ME at the City of Toronto, in the Province of Ontario, this 31st day of May, 2011

A Commissioner for taking affidavits, etc.

Nicole McLarson.

STUART BROTMAN

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

Suite 4200, Toronto Dominion Bank Tower
Box 20, Toronto-Dominion Centre
Toronto, Ontario, Canada M5K 1N6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: May 3, 2010
Matter #: 229426.00028
Invoice #: 480719
GST #: 87937 6127 RT

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, ON M5J 2V1

Attention: [redacted]

For Professional Services rendered through 05/03/2010 in connection with this matter:

Re: Re: Japan Airlines Corporation

Responsible Professional: S Brotman

Total Fees	$ 7,360.00
Total Disbursements	88.25
Total Taxes	372.41
Total Amount Owing This Bill	**CAD $ 7,820.66**

Fasken Martineau DuMoulin LLP

Per: S Brotman
E. & O. E.

This is Exhibit "A" referred to in the affidavit of STUART BROTMAN sworn before me, this 31st day of MAY 20 11

A COMMISSIONER FOR TAKING AFFIDAVITS

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.5% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 480719

Re: Re: Japan Airlines Corporation

04/05/10	Telephone call with [redacted]; Exchange of emails with client regarding preliminary matters; S Brotman	0.50 hrs.	$ 312.50
04/07/10	Reviewing draft [redacted] received from [redacted]; Reviewing and revising draft [redacted]; E-mail to [redacted] regarding same; Various other emails with client; Telephone call with [redacted]; S Brotman	1.80 hrs.	$ 1,125.00
04/08/10	Reviewing [redacted]; E-mail to [redacted] regarding same; Reviewing and considering draft [redacted]; Conference with client regarding same and matter generally; S Brotman	1.60 hrs.	$ 1,000.00
04/09/10	Drafted [redacted]. R. G. Phoenix	0.10 hrs.	$ 42.50
04/11/10	Reviewing and responding to email from [redacted] re draft [redacted]; Revising draft [redacted]; E-mail to client regarding same; S Brotman	0.50 hrs.	$ 312.50
04/12/10	Reviewing e-mail from [redacted] regarding draft [redacted]; E-mail to [redacted] regarding same; Telephone call with [redacted]; E-mail to client regarding same; Further exchange with [redacted]; S Brotman	0.80 hrs.	$ 500.00
04/13/10	Reviewing e-mail from [redacted] regarding [redacted]; S Brotman	0.20 hrs.	$ 125.00
04/20/10	Reviewing revised draft [redacted]; E-mail to client regarding same; Exchange of emails with client; S Brotman	0.50 hrs.	$ 312.50
04/21/10	Edited, revised and finalized [redacted]. Discussion with S. Brotman re: the same. Forwarded to [redacted] (of [redacted]) for review and execution. R. G. Phoenix	0.20 hrs.	$ 85.00
04/21/10	Reviewing draft [redacted]; Conference with G. Phoenix regarding same; Telephone call from [redacted] regarding draft [redacted]; exchange of emails with [redacted] regarding [redacted] and [redacted]; S Brotman	0.50 hrs.	$ 312.50
04/22/10	Exchange of emails with client and [redacted] regarding [redacted]; S Brotman	0.30 hrs.	$ 187.50

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 480719

Re: Re: Japan Airlines Corporation

04/27/10	Telephone call with [redacted] re [redacted]; Exchange of emails with client regarding same;		
	S Brotman	0.40 hrs.	$ 250.00
04/28/10	Briefing E. Lamek for Initial [redacted];		
	S Brotman	0.40 hrs.	$ 250.00
04/29/10	Reviewing [redacted] Record and Factum for tomorrow's hearing.		
	E.F.B. Lamek	1.00 hrs.	$ 775.00
04/29/10	Exchange of emails with [redacted];		
	S Brotman	0.20 hrs.	$ 125.00
04/30/10	Attend court hearing for [redacted].		
	E.F.B. Lamek	1.80 hrs.	$ 1,395.00
04/30/10	Reviewing draft e-mail received from [redacted]; Reply e-mail to [redacted]; Reviewing e-mail from [redacted] to [redacted];		
	S Brotman	0.40 hrs.	$ 250.00

Professional Summary

Professional	Title	Rate	Hours	Fees
E.F.B. Lamek	Partner	775.00	2.80	2,170.00
S Brotman	Partner	625.00	8.10	5,062.50
R. G. Phoenix	Associate	425.00	0.30	127.50
		Total	11.20	CAD 7,360.00

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 480719

Re: Re: Japan Airlines Corporation

Our Fees		$ 7,360.00	
GST		368.00	
Total Taxes on Fees		$ 368.00	
Total Fees Including Taxes			$ 7,728.00
Disbursements			
Taxable			
04/06/10	Lasercopy	0.25	
04/21/10	Lasercopy	3.25	
04/30/10	Photocopies Photocopies Stuart Brotman copies made: 336	84.00	
04/30/10	Lasercopy	0.75	
Total Disbursements		88.25	
GST		4.41	
Total Taxes on Disbursements		$ 4.41	
Total Disbursements Including Taxes			$ 92.66
Total Fees, Disbursements and Taxes			**CAD $ 7,820.66**

Tax Summary

GST	372.41
Total Taxes Included in This Bill	372.41

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

Suite 4200, Toronto Dominion Bank Tower
Box 20, Toronto-Dominion Centre
Toronto, Ontario, Canada M5K 1N6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: May 19, 2010
Matter #: 229426.00028
Invoice #: 484923
GST #: 87937 6127 RT

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 05/14/2010 in connection with this matter:

Re: **Re: Japan Airlines Corporation**

Responsible Professional: S Brotman

Total Fees	$ 832.50
Total Disbursements	19.46
Total Taxes	42.20
Total Amount Owing This Bill	**CAD $ 894.16**

Fasken Martineau DuMoulin LLP

Per: S Brotman
E. & O. E.

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.5% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 484923

Re: Re: Japan Airlines Corporation

04/06/10	([redacted]) [redacted] - [redacted] per S. Brotman		
	Corp. Search 1	0.20 hrs.	$ 20.00
05/03/10	Conference with E. Lamek regarding hearing; conference call with [redacted] and [redacted];		
	S Brotman	0.40 hrs.	$ 250.00
05/05/10	Exchange of emails with [redacted]; E-mail to [redacted] regarding [redacted]; Reviewing e-mails from [redacted] regarding information requests;		
	S Brotman	0.30 hrs.	$ 187.50
05/10/10	Telephone call from [redacted] regarding inquiry from [redacted]; Reviewing e-mails regarding same; Exchange of emails regarding [redacted];		
	S Brotman	0.30 hrs.	$ 187.50
05/11/10	Reviewing e-mail from [redacted]; Reviewing, considering and responding to email from [redacted] regarding [redacted];		
	S Brotman	0.30 hrs.	$ 187.50

Professional Summary

Professional	Title	Rate	Hours	Fees
S Brotman	Partner	625.00	1.30	812.50
Corp. Search 1	Paralegal	100.00	0.20	20.00
		Total	1.50	CAD 832.50

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 484923

Re: Re: Japan Airlines Corporation

Our Fees		$ 832.50	
GST		41.63	
Total Taxes on Fees		$ 41.63	
Total Fees Including Taxes			$ 874.13
Disbursements			
Non-Taxable			
04/13/10	Corporate Search - pay to [redacted] - Invoice #547587 - Apr. 6, 2010	8.00	
Taxable			
02/18/09	PPSA Search - pay to [redacted] - Account #001314 - Sub-Account #0001 - January 2009	8.00	
05/04/10	Lasercopy	0.25	
05/13/10	Binding - COPY CENTRE - 04/30/10	3.21	
Total Disbursements		19.46	
GST		0.57	
Total Taxes on Disbursements		$ 0.57	
Total Disbursements Including Taxes			$ 20.03
Total Fees, Disbursements and Taxes			**CAD $ 894.16**

Tax Summary

GST	42.20
Total Taxes Included In This Bill	42.20

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

Suite 4200, Toronto Dominion Bank Tower
Box 20, Toronto-Dominion Centre
Toronto, Ontario, Canada M5K 1N6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: June 3, 2010
Matter #: 229426.00028
Invoice #: 487717
GST #: 87937 6127 RT

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 05/31/2010 in connection with this matter:

Re: **Re: Japan Airlines Corporation**

Responsible Professional: S Brotman

Total Fees	$ 3,375.00
Total Disbursements	0.25
Total Taxes	168.76
Total Amount Owing This Bill	**CAD $ 3,544.01**

Fasken Martineau DuMoulin LLP

Per: S Brotman
E. & O. E.

Please note: As of July 5, 2010 Fasken Martineau's Toronto office will be located at:

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.5% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 487717

Re: Re: Japan Airlines Corporation

05/19/10	Exchange of emails with [redacted]; Meeting with [redacted] and [redacted] in preparation for call with [redacted];		
	S Brotman	1.50 hrs.	$ 937.50
05/20/10	Telephone call with [redacted]; Exchange of emails with [redacted]; Preparation for and attendance on conference call with client, [redacted] and [redacted]; Exchange of emails with [redacted];		
	S Brotman	2.80 hrs.	$ 1,750.00
05/25/10	Exchange of email with client regarding [redacted] of [redacted]; E-mail to [redacted] regarding same; Reviewing reply; Reviewing public materials relating to [redacted];		
	S Brotman	0.80 hrs.	$ 500.00
05/25/10	Reviewing message received from [redacted];		
	S Brotman	0.10 hrs.	$ 62.50
05/29/10	Exchange of emails with client regarding correspondence with counsel for [redacted];		
	S Brotman	0.20 hrs.	$ 125.00

Professional Summary

Professional	Title	Rate	Hours	Fees
S Brotman	Partner	625.00	5.40	3,375.00
		Total	5.40	CAD 3,375.00

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 487717

Re: Re: Japan Airlines Corporation

Our Fees		**$ 3,375.00**	
GST		168.75	
Total Taxes on Fees		$ 168.75	
Total Fees Including Taxes			$ 3,543.75
Disbursements			
Taxable			
05/19/10	Lasercopy	0.25	
Total Disbursements		0.25	
GST		0.01	
Total Taxes on Disbursements		$ 0.01	
Total Disbursements Including Taxes			$ 0.26
Total Fees, Disbursements and Taxes			**CAD $ 3,544.01**

Tax Summary

GST	168.76
Total Taxes Included in This Bill	168.76

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

Suite 4200, Toronto Dominion Bank Tower
Box 20, Toronto-Dominion Centre
Toronto, Ontario, Canada M5K 1N6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: June 21, 2010
Matter #: 229426.00028
Invoice #: 492068
GST #: 87937 6127 RT

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 06/14/2010 in connection with this matter:

Re: Re: Japan Airlines Corporation

Responsible Professional: S Brotman

Total Fees	$ 1,062.50
Total Disbursements	4.20
Total Taxes	53.34
Total Amount Owing This Bill	**CAD $ 1,120.04**

Fasken Martineau DuMoulin LLP

Per: S Brotman
E. & O. E.

Please note: As of July 5, 2010 Fasken Martineau's Toronto office will be located at:

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.5% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 492068

Re: Re: Japan Airlines Corporation

05/31/10	Reviewing e-mails from [redacted]; S Brotman	0.30 hrs.	$ 187.50
06/04/10	Reviewing e-mail from [redacted] and attached [redacted]; Reviewing e-mail from [redacted]; S Brotman	0.20 hrs.	$ 125.00
06/07/10	Exchange of emails with [redacted]; Telephone call with [redacted]; Reviewing and revising draft email to [redacted]; S Brotman	0.50 hrs.	$ 312.50
06/08/10	Reviewing e-mails received from [redacted] and attached [redacted]; Telephone call from [redacted] regarding same; Exchange of emails with [redacted]; S Brotman	0.40 hrs.	$ 250.00
06/10/10	Reviewing and responding to email from [redacted]; Telephone call to [redacted]; Telephone call from [redacted]; S Brotman	0.30 hrs.	$ 187.50

Professional Summary

Professional	Title	Rate	Hours		Fees
S Brotman	Partner	625.00	1.70		1,062.50
		Total	1.70	CAD	1,062.50

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 492068

Re: Re: Japan Airlines Corporation

Our Fees		**$ 1,062.50**	
GST		53.13	
Total Taxes on Fees		$ 53.13	
Total Fees Including Taxes			$ 1,115.63
Disbursements			
Taxable			
06/11/10	Delivery/Courier Expense-United Messengers 04/30/10 181 Bay St #1400 Toronto (Deloite & Touche) wb#978311	4.20	
Total Disbursements		4.20	
GST		0.21	
Total Taxes on Disbursements		$ 0.21	
Total Disbursements Including Taxes			$ 4.41
Total Fees, Disbursements and Taxes			**CAD $ 1,120.04**

Tax Summary

GST	53.34
Total Taxes Included In This Bill	53.34

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

Suite 4200, Toronto Dominion Bank Tower
Box 20, Toronto-Dominion Centre
Toronto, Ontario, Canada M5K 1N6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: June 30, 2010
Matter #: 229426.00028
Invoice #: 494192
GST #: 87937 6127 RT

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 06/25/2010 in connection with this matter:

Re: Re: Japan Airlines Corporation

Responsible Professional: S Brotman

Total Fees	$ 500.00
Total Disbursements	0.50
Total Taxes	25.03
Total Amount Owing This Bill	**CAD $ 525.53**

Fasken Martineau DuMoulin LLP

Per: S Brotman
E. & O. E.

Please note: As of July 5, 2010 Fasken Martineau's Toronto office will be located at:

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.5% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 494192

Re: Re: Japan Airlines Corporation

06/14/10	Telephone call with [redacted]; Reviewing e-mail from [redacted]; Telephone call to [redacted];		
	S Brotman	0.30 hrs.	$ 187.50
06/15/10	Telephone call with [redacted]; E-mail to client regarding same;		
	S Brotman	0.40 hrs.	$ 250.00
06/16/10	Reviewing e-mail from [redacted];		
	S Brotman	0.10 hrs.	$ 62.50

Professional Summary

Professional	Title	Rate	Hours	Fees
S Brotman	Partner	625.00	0.80	500.00
		Total	0.80	CAD 500.00

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 494192

Re: Re: Japan Airlines Corporation

Our Fees		**$ 500.00**	
GST		25.00	
Total Taxes on Fees		$ 25.00	
Total Fees Including Taxes			$ 525.00
Disbursements			
Taxable			
06/21/10	Lasercopy	0.50	
Total Disbursements		0.50	
GST		0.03	
Total Taxes on Disbursements		$ 0.03	
Total Disbursements Including Taxes			$ 0.53
Total Fees, Disbursements and Taxes			**CAD $ 525.53**

Tax Summary

GST	25.03
Total Taxes Included In This Bill	25.03

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: July 22, 2010
Matter #: 229426.00028
Invoice #: 498574
HST/GST #: B7937 6127 RT0001

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 06/30/2010 in connection with this matter:

Re: Re: Japan Airlines Corporation

Responsible Professional: S Brotman

Total Fees	$ 2,312.50
Total Disbursements	0.50
Total Taxes	290.66
Total Amount Owing This Bill	**CAD $ 2,603.66**

Fasken Martineau DuMoulin LLP

Per: S Brotman
E. & O. E.

Please note that Fasken Martineau's Toronto office is now located at:

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.5% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 498574

Re: Re: Japan Airlines Corporation

06/28/10	Reviewing e-mail from [redacted] S Brotman	0.10 hrs.	$ 62.50
06/29/10	Reviewing and responding to email from [redacted]; S Brotman	0.10 hrs.	$ 62.50
07/07/10	Telephone call with [redacted] re preparation of [redacted]; E-mail to [redacted] re same; Review of preliminary [redacted]; S Brotman	0.60 hrs.	$ 375.00
07/09/10	Telephone call to [redacted]; S Brotman	0.10 hrs.	$ 62.50
07/12/10	Telephone call with [redacted] re information requests; S Brotman	0.10 hrs.	$ 62.50
07/14/10	Preparing e-mail to [redacted] re information required; E-mail to client regarding same; Telephone call from [redacted]; E-mail to client regarding same; S Brotman	1.10 hrs.	$ 687.50
07/15/10	Conference call with counsel for [redacted] and counsel for [redacted]; S Brotman	0.50 hrs.	$ 312.50
07/15/10	E-mail to client regarding conference call with counsel for [redacted] and [redacted] Telephone call with [redacted] regarding same; S Brotman	0.70 hrs.	$ 437.50
07/19/10	E-mail to [redacted]; S Brotman	0.10 hrs.	$ 62.50
07/21/10	Telephone call from [redacted]; Telephone call from [redacted]; S Brotman	0.30 hrs.	$ 187.50

Professional Summary

Professional	Title	Rate	Hours	Fees
S Brotman	Partner	625.00	3.70	2,312.50
		Total	3.70	CAD 2,312.50

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 498574

Re: Re: Japan Airlines Corporation

Our Fees		**$ 2,312.50**	
GST		6.25	
HST		284.38	
Total Taxes on Fees		$ 290.63	
Total Fees Including Taxes			$ 2,603.13
Disbursements			
Taxable			
08/30/10	Lasercopy	0.50	
Total Disbursements		0.50	
GST		0.03	
Total Taxes on Disbursements		$ 0.03	
Total Disbursements Including Taxes			$ 0.53
Total Fees, Disbursements and Taxes			**CAD $ 2,603.66**

Tax Summary

GST	6.28
HST	284.38
Total Taxes Included in This Bill	290.66

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: August 9, 2010
Matter #: 229426.00028
Invoice #: 502746
HST #: 87937 6127 RT0001

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 08/05/2010 in connection with this matter:

Re: **Re: Japan Airlines Corporation**

Responsible Professional: S Brotman

Total Fees	$ 4,250.00
Total Disbursements	23.56
Total Taxes	555.56
Total Amount Owing This Bill	**CAD $ 4,829.12**

Fasken Martineau DuMoulin LLP

Per: S Brotman
E. & O. E.

Please note that Fasken Martineau's Toronto office is now located at:

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.8% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 502746

Re: Re: Japan Airlines Corporation

07/22/10	Attendance on conference call with [redacted]. and counsel for [redacted] and [redacted]		
	S Brotman	0.60 hrs.	$ 375.00
07/22/10	Attendance on conference call with [redacted], [redacted] and [redacted]; Exchange of emails with client regarding same; Composing draft text [redacted] for insertion in [redacted], e-mail to client and [redacted] regarding same; Reviewing [redacted] received; E-mail to client regarding same;		
	S Brotman	1.00 hrs.	$ 625.00
07/23/10	Reviewing and responding to email from [redacted]		
	S Brotman	0.30 hrs.	$ 187.50
07/25/10	Reviewing and responding to email from [redacted]; Reviewing draft letter to [redacted] E-mail to [redacted] regarding same;		
	S Brotman	0.30 hrs.	$ 187.50
07/26/10	Reviewing e-mail from [redacted]; E-mail to clients regarding same; Reviewing e-mail from [redacted]; E-mail to client regarding same; Reviewing draft [redacted];		
	S Brotman	1.00 hrs.	$ 625.00
07/27/10	Exchange of emails with [redacted] and [redacted] regarding draft [redacted]; Revising draft [redacted]; E-mail to [redacted] regarding same; E-mail to [redacted] regarding draft [redacted];		
	S Brotman	1.40 hrs.	$ 875.00
07/28/10	Reviewing e-mail from [redacted] and attached comments on draft [redacted]; Telephone call from [redacted]; Exchange of emails with [redacted]; Further telephone call with [redacted];		
	S Brotman	0.60 hrs.	$ 375.00
07/29/10	Reviewing emails received from [redacted] re draft [redacted]; Reply e-mail to [redacted]; Exchange of emails with client regarding same; Reviewing [redacted]; E-mail to [redacted]; Reviewing revisions to [redacted]; Telephone call from [redacted]; Telephone call from [redacted]; Further exchange of emails with [redacted];		
	S Brotman	0.70 hrs.	$ 437.50
07/30/10	Reviewing e-mail from [redacted] and attached further comments on draft [redacted]; Reviewing and responding to emails from client regarding same;		
	S Brotman	0.90 hrs.	$ 562.50

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 502746

Re: Re: Japan Airlines Corporation

Professional Summary

Professional	Title	Rate	Hours	Fees
S Brotman	Partner	625.00	6.80	4,250.00
		Total	6.80	CAD 4,250.00

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 502746

Re: Re: Japan Airlines Corporation

Our Fees		$ 4,250.00	
HST		552.50	
Total Taxes on Fees		$ 552.50	
Total Fees Including Taxes			$ 4,802.50
Disbursements			
Taxable			
07/22/10	Lasercopy	0.25	
07/26/10	Lasercopy	3.25	
07/30/10	Lasercopy	3.00	
07/30/10	Lasercopy	5.75	
07/30/10	Photocopies Photocopies Stuart Brotman copies made: 39	9.75	
08/05/10	Binding - 07/30/10 - #15164	1.56	
Total Disbursements		23.56	
HST		3.06	
Total Taxes on Disbursements		$ 3.06	
Total Disbursements Including Taxes			$ 26.62
Total Fees, Disbursements and Taxes			**CAD $ 4,829.12**

Tax Summary

HST	555.56
Total Taxes Included in This Bill	555.56

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: September 28, 2010
Matter #: 229426.00028
Invoice #: 513909
HST #: 87937 6127 RT0001

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 09/17/2010 in connection with this matter:

Re: Re: Japan Airlines Corporation

Responsible Professional: S Brotman

Total Fees	$ 1,500.00
Total Disbursements	136.55
Total Taxes	212.75
Total Amount Owing This Bill	**CAD $ 1,849.30**

Fasken Martineau DuMoulin LLP

Per: S Brotman
E. & O. E.

Please note that Fasken Martineau's Toronto office is now located at:

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.8% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 513909

Re: Re: Japan Airlines Corporation

08/30/10	Reviewing e-mail from [redacted]; Reviewing and responding to e-mail from [redacted];		
	S Brotman	0.20 hrs.	$ 125.00
08/31/10	Reviewing e-mails from [redacted] and client re [redacted];		
	S Brotman	0.20 hrs.	$ 125.00
09/08/10	Telephone call to [redacted];		
	S Brotman	0.10 hrs.	$ 62.50
09/13/10	Considering [redacted]; Telephone call to [redacted]; Telephone call with [redacted]; E-mail to [redacted] regarding [redacted] received; Reviewing and responding to email from [redacted];		
	S Brotman	0.50 hrs.	$ 312.50
09/16/10	Preliminary review of draft [redacted]; Reviewing translation of [redacted]; Reviewing exchange of emails among parties re [redacted];		
	S Brotman	1.20 hrs.	$ 750.00
09/17/10	Reviewing e-mail from [redacted] regarding [redacted]; Exchange of emails with [redacted] re same;		
	S Brotman	0.20 hrs.	$ 125.00

Professional Summary

Professional	Title	Rate	Hours	Fees
S Brotman	Partner	625.00	2.40	1,500.00
		Total	2.40	CAD 1,500.00

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 513909

Re: Re: Japan Airlines Corporation

Our Fees		$ 1,500.00	
HST		195.00	
Total Taxes on Fees		$ 195.00	
Total Fees Including Taxes			$ 1,695.00
Disbursements			
Taxable			
08/09/10	Lasercopy	0.25	
09/07/10	Lasercopy	5.00	
09/10/10	Delivery/Courier Expense - [redacted]. - 07/30/10 - 330 University Ave., Toronto (Ont.Sup.Court) wb#82924	6.30	
09/13/10	Lasercopy	122.25	
09/16/10	Lasercopy	2.75	
Total Disbursements		136.55	
HST		17.75	
Total Taxes on Disbursements		$ 17.75	
Total Disbursements Including Taxes			$ 154.30
Total Fees, Disbursements and Taxes			**CAD $ 1,849.30**

Tax Summary

HST	212.75
Total Taxes Included in This Bill	212.75

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: October 6, 2010
Matter #: 229426.00028
Invoice #: 515078
HST #: 87937 6127 RT0001

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 09/30/2010 in connection with this matter:

Re: Re: Japan Airlines Corporation

Responsible Professional: S Brotman

Total Fees	$ 2,437.50
Total Disbursements	12.00
Total Taxes	318.44
Total Amount Owing This Bill	**CAD $ 2,767.94**

Fasken Martineau DuMoulin LLP

Per: S Brotman
E. & O. E.

Please note that Fasken Martineau's Toronto office is now located at:

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.8% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 515078

Re: Re: Japan Airlines Corporation

09/20/10	Reviewing and revising draft [redacted] to [redacted]; Exchange of emails with client and [redacted] regarding same;		
	S Brotman	2.40 hrs.	$ 1,500.00
09/21/10	E-mail to [redacted] counsel re [redacted]; Exchange of emails with client; Telephone call with [redacted]; Telephone call with [redacted]		
	S Brotman	0.60 hrs.	$ 375.00
09/22/10	Brief review of [redacted] comments on [redacted];		
	S Brotman	0.20 hrs.	$ 125.00
09/23/10	Reviewing comments received from [redacted] re [redacted]; Exchange of emails with client regarding same;		
	S Brotman	0.40 hrs.	$ 250.00
09/27/10	Exchange of emails with [redacted]; Telephone call to [redacted]		
	S Brotman	0.20 hrs.	$ 125.00
09/30/10	Telephone call to [redacted];		
	S Brotman	0.10 hrs.	$ 62.50

Professional Summary

Professional	Title	Rate	Hours	Fees
S Brotman	Partner	625.00	3.90	2,437.50
		Total	3.90	CAD 2,437.50

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 515078

Re: Re: Japan Airlines Corporation

Our Fees		**$ 2,437.50**	
HST		316.88	
Total Taxes on Fees		$ 316.88	
Total Fees Including Taxes			$ 2,754.38
Disbursements			
Taxable			
09/20/10	Lasercopy	11.75	
09/28/10	Lasercopy	0.25	
Total Disbursements		12.00	
HST		1.56	
Total Taxes on Disbursements		$ 1.56	
Total Disbursements Including Taxes			$ 13.56
Total Fees, Disbursements and Taxes			**CAD $ 2,767.94**

Tax Summary

HST	318.44
Total Taxes Included in This Bill	318.44

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: October 21, 2010
Matter #: 229426.00028
Invoice #: 518997
HST #: 87937 6127 RT0001

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 10/15/2010 in connection with this matter:

Re: Re: Japan Airlines Corporation

Responsible Professional: S Brotman

Total Fees	$ 1,975.00
Total Disbursements	106.02
Total Taxes	270.54
Total Amount Owing This Bill	**CAD $ 2,351.56**

Fasken Martineau DuMoulin LLP

Per: S Brotman
E. & O. E.

Please note that Fasken Martineau's Toronto office is now located at:

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.8% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 518997

Re: Re: Japan Airlines Corporation

10/01/10	File [redacted] and [redacted] with Commercial Court.		
	Keri L. Bennett	0.50 hrs.	$ 100.00
10/01/10	Telephone call with [redacted]; Exchange of emails with [redacted]. Reviewing finalized [redacted] for [redacted]; Instructing assistant re [redacted] and [redacted]; E-mail to [redacted] regarding same;		
	S Brotman	0.70 hrs.	$ 437.50
10/04/10	Reviewing and responding to email from [redacted] re [redacted]; Exchange of emails with [redacted] re same;		
	S Brotman	0.20 hrs.	$ 125.00
10/05/10	Exchange of emails with [redacted];		
	S Brotman	0.10 hrs.	$ 62.50
10/06/10	Attendance at [redacted];		
	S Brotman	1.20 hrs.	$ 750.00
10/12/10	Preparation for and attendance on [redacted] for [redacted]; E-mail to client re same; E-mail to [redacted] re same;		
	S Brotman	0.60 hrs.	$ 375.00
10/15/10	Reviewing message from [redacted]; E-mail to [redacted] re [redacted];		
	S Brotman	0.20 hrs.	$ 125.00

Professional Summary

Professional	Title	Rate	Hours	Fees
S Brotman	Partner	625.00	3.00	1,875.00
Keri L. Bennett	Student	200.00	0.50	100.00
		Total	3.50	CAD 1,975.00

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 518997

Re: Re: Japan Airlines Corporation

Our Fees		$ 1,975.00	
HST		256.75	
Total Taxes on Fees		$ 256.75	
Total Fees Including Taxes			$ 2,231.75
Disbursements			
Taxable			
10/01/10	Lasercopy	3.00	
10/01/10	Lasercopy	33.00	
10/01/10	Photocopies Photocopies Stuart Brotman copies made: 132	33.00	
10/01/10	Binding - COPY CONTROL CENTRE - 10/01/10 - #16594 - Requisitioned by: Irene Artuso	1.77	
10/06/10	Lasercopy	0.50	
10/13/10	Lasercopy	34.75	
Total Disbursements		106.02	
HST		13.79	
Total Taxes on Disbursements		$ 13.79	
Total Disbursements Including Taxes			$ 119.81
Total Fees, Disbursements and Taxes			**CAD $ 2,351.56**

Tax Summary

HST	270.54
Total Taxes Included in This Bill	270.54

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: November 15, 2010
Matter #: 229426.00028
Invoice #: 524079
HST #: 87937 6127 RT0001

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 10/31/2010 in connection with this matter:

Re: **Re: Japan Airlines Corporation**

Responsible Professional: S Brotman

Total Fees	$ 562.50
Total Disbursements	0.50
Total Taxes	73.20
Total Amount Owing This Bill	**CAD $ 636.20**

Fasken Martineau DuMoulin LLP

Per: S Brotman
E. & O. E.

Please note that Fasken Martineau's Toronto office is now located at:

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 0.8% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 524079

Re: Re: Japan Airlines Corporation

10/19/10	E-mail to [redacted] re [redacted];		
	S Brotman	0.10 hrs.	$ 62.50
10/19/10	Reviewing e-mail from [redacted] re [redacted]; Exchange of emails with client re same;		
	S Brotman	0.30 hrs.	$ 187.50
10/19/10	Reviewing e-mail from [redacted] and attached [redacted] and [redacted]; Reviewing e-mail re [redacted];		
	S Brotman	0.40 hrs.	$ 250.00
10/25/10	Reviewing e-mail from [redacted];		
	S Brotman	0.10 hrs.	$ 62.50

Professional Summary

Professional	Title	Rate	Hours	Fees
S Brotman	Partner	625.00	0.90	562.50
		Total	0.90	CAD 562.50

Our Fees	$ 562.50	
HST	73.13	
Total Taxes on Fees	$ 73.13	
Total Fees Including Taxes		$ 635.63
Disbursements		
Taxable		
10/21/10 Lasercopy	0.50	
Total Disbursements	0.50	
HST	0.07	
Total Taxes on Disbursements	$ 0.07	
Total Disbursements Including Taxes		$ 0.57
Total Fees, Disbursements and Taxes		**CAD $ 636.20**

Tax Summary	
HST	73.20
Total Taxes Included in This Bill	73.20

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: December 7, 2010
Matter #: 229426.00028
Invoice #: 529503
HST #: 87937 6127 RT0001

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 11/30/2010 in connection with this matter:

Re: Re: Japan Airlines Corporation

Responsible Professional: S Brotman

Total Fees	$ 687.50
Total Disbursements	2.00
Total Taxes	89.65
Total Amount Owing This Bill	**CAD $ 779.15**

Fasken Martineau DuMoulin LLP

Per: S Brotman
E. & O. E.

Please note that Fasken Martineau's Toronto office is now located at:

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 1% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 529503

Re: Re: Japan Airlines Corporation

11/09/10	Reviewing exchange of emails re [redacted] matters; reviewing e-mail from [redacted] re [redacted];		
	S Brotman	0.30 hrs.	$ 187.50
11/19/10	E-mail to [redacted] re [redacted];		
	S Brotman	0.20 hrs.	$ 125.00
11/23/10	E-mail to [redacted] re [redacted]; Further exchange of emails with [redacted];		
	S Brotman	0.30 hrs.	$ 187.50
11/30/10	E-mail to [redacted] regarding [redacted]; Communication with client re same;		
	S Brotman	0.30 hrs.	$ 187.50

Professional Summary

Professional	Title	Rate	Hours	Fees
S Brotman	Partner	625.00	1.10	687.50
		Total	1.10	CAD 687.50

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 529503

Re: Re: Japan Airlines Corporation

Our Fees		**$ 687.50**	
HST		89.38	
Total Taxes on Fees		$ 89.38	
Total Fees Including Taxes			$ 776.88
Disbursements			
Taxable			
11/15/10	Lasercopy	0.50	
11/19/10	Lasercopy	1.50	
Total Disbursements		2.00	
HST		0.27	
Total Taxes on Disbursements		$ 0.27	
Total Disbursements Including Taxes			$ 2.27
Total Fees, Disbursements and Taxes			**CAD $ 779.15**

Tax Summary

HST	89.65
Total Taxes Included in This Bill	89.65

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: January 6, 2011
Matter #: 229426.00028
Invoice #: 536459
HST #: 87937 6127 RT0001

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 12/31/2010 in connection with this matter:

Re: Re: Japan Airlines Corporation

Responsible Professional: Stuart Brotman

Total Fees	$ 1,250.00
Total Disbursements	17.50
Total Taxes	164.77
Total Amount Owing This Bill	**CAD $ 1,432.27**

Fasken Martineau DuMoulin LLP

Per: Stuart Brotman
E. & O. E.

Please note that Fasken Martineau's Toronto office is now located at:

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 1.3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 536459

Re: Re: Japan Airlines Corporation

12/01/10	Reviewing e-mail from [redacted]; Considering same; Conference with [redacted];		
	Stuart Brotman	0.40 hrs.	$ 250.00
12/16/10	Telephone call from [redacted]; E-mail to [redacted];		
	Stuart Brotman	0.40 hrs.	$ 250.00
12/22/10	Reviewing emails re [redacted];		
	Stuart Brotman	0.20 hrs.	$ 125.00
12/23/10	Reviewing draft [redacted]; Telephone call with [redacted] re same;		
	Stuart Brotman	1.00 hrs.	$ 625.00

Professional Summary

Professional	Title	Rate	Hours	Fees
Stuart Brotman	Partner	625.00	2.00	1,250.00
		Total	2.00	CAD 1,250.00

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 536459

Re: Re: Japan Airlines Corporation

Our Fees		**$ 1,250.00**	
HST		162.50	
Total Taxes on Fees		$ 162.50	
Total Fees Including Taxes			$ 1,412.50
Disbursements			
Taxable			
12/07/10	Lasercopy	0.25	
12/22/10	Lasercopy	17.25	
Total Disbursements		17.50	
HST		2.27	
Total Taxes on Disbursements		$ 2.27	
Total Disbursements Including Taxes			$ 19.77
Total Fees, Disbursements and Taxes			**CAD $ 1,432.27**

Tax Summary

HST	164.77
Total Taxes Included in This Bill	164.77

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: January 31, 2011
Matter #: 229426.00028
Invoice #: 544502
HST #: 87937 6127 RT0001

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 01/28/2011 in connection with this matter:

Re: Re: Japan Airlines Corporation

Responsible Professional: Stuart Brotman

Total Fees	$ 2,145.00
Total Disbursements	12.00
Total Taxes	280.41
Total Amount Owing This Bill	**CAD $ 2,437.41**

Fasken Martineau DuMoulin LLP

Per: Stuart Brotman
E. & O. E.

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 1.3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 544502

Re: Re: Japan Airlines Corporation

01/04/11	Exchange of emails with [redacted]; Reviewing and responding to email from [redacted];		
	Stuart Brotman	0.20 hrs.	$ 130.00
01/10/11	Reviewing message from [redacted] re [redacted]; Reviewing draft [redacted];		
	Stuart Brotman	0.40 hrs.	$ 260.00
01/13/11	Preparation for and attendance at [redacted];		
	Stuart Brotman	2.00 hrs.	$ 1,300.00
01/17/11	Reviewing [redacted] and [redacted];		
	Stuart Brotman	0.20 hrs.	$ 130.00
01/19/11	Telephone call to [redacted];		
	Stuart Brotman	0.10 hrs.	$ 65.00
01/21/11	Telephone call with [redacted]; Telephone call with [redacted];		
	Stuart Brotman	0.30 hrs.	$ 195.00
01/24/11	E-mail to [redacted] re [redacted];		
	Stuart Brotman	0.10 hrs.	$ 65.00

Professional Summary

Professional	Title	Rate	Hours	Fees
Stuart Brotman	Partner	650.00	3.30	2,145.00
		Total	3.30	CAD 2,145.00

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 544502

Re: **Re: Japan Airlines Corporation**

Our Fees		**$ 2,145.00**	
HST		278.85	
Total Taxes on Fees		$ 278.85	
Total Fees Including Taxes			$ 2,423.85
Disbursements			
Taxable			
01/06/11	Lasercopy	0.50	
01/12/11	Lasercopy	2.25	
01/13/11	Lasercopy	9.25	
Total Disbursements		12.00	
HST		1.56	
Total Taxes on Disbursements		$ 1.56	
Total Disbursements Including Taxes			$ 13.56
Total Fees, Disbursements and Taxes			**CAD $ 2,437.41**

Tax Summary	
HST	280.41
Total Taxes Included in This Bill	280.41

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: March 7, 2011
Matter #: 229426.00028
Invoice #: 551320
HST #: 87937 6127 RT0001

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

For Professional Services rendered through 02/28/2011 in connection with this matter:

Re: Re: Japan Airlines Corporation

Responsible Professional: Stuart Brotman

Total Fees	$ 585.00
Total Taxes	76.05
Total Amount Owing This Bill	**CAD $ 661.05**

Fasken Martineau DuMoulin LLP

Per: Stuart Brotman
E. & O. E.

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 1.3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 551320

Re: Re: Japan Airlines Corporation

02/15/11	Telephone call with [redacted]; Telephone call to [redacted]; Further call to [redacted];		
	Stuart Brotman	0.30 hrs.	$ 195.00
02/15/11	Telephone calls with [redacted] and [redacted];		
	Stuart Brotman	0.20 hrs.	$ 130.00
02/16/11	Telephone call with [redacted];		
	Stuart Brotman	0.20 hrs.	$ 130.00
02/28/11	Brief review of e-mail from [redacted] and attached draft [redacted];		
	Stuart Brotman	0.20 hrs.	$ 130.00

Professional Summary

Professional	Title	Rate	Hours	Fees
Stuart Brotman	Partner	650.00	0.90	585.00
		Total	0.90	CAD 585.00

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 551320

Re: Re: Japan Airlines Corporation

Our Fees	**$ 585.00**	
HST	76.05	
Total Taxes on Fees	$ 76.05	
Total Fees Including Taxes		$ 661.05
Total Fees, Disbursements and Taxes		**CAD $ 661.05**

Tax Summary

HST	76.05
Total Taxes Included in This Bill	76.05

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: April 18, 2011
Matter #: 229426.00028
Invoice #: 560627
HST #: 87937 6127 RT0001

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 03/31/2011 in connection with this matter:

Re: Re: Japan Airlines Corporation

Responsible Professional: Stuart Brotman

Total Fees	$ 520.00
Total Taxes	67.60
Total Amount Owing This Bill	**CAD $ 587.60**

Fasken Martineau DuMoulin LLP

Per: Stuart Brotman
E. & O. E.

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 1.3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

03/01/11	Telephone call with [redacted]; Telephone call to [redacted]; Stuart Brotman	0.30 hrs.	$ 195.00
03/04/11	Conference with [redacted] re [redacted]; Stuart Brotman	0.10 hrs.	$ 65.00
03/30/11	Telephone call with [redacted]; Stuart Brotman	0.40 hrs.	$ 260.00

Professional Summary

Professional	Title	Rate	Hours	Fees
Stuart Brotman	Partner	650.00	0.80	520.00
		Total	0.80	CAD 520.00

Re: Re: Japan Airlines Corporation

Our Fees	**$ 520.00**	
HST	67.60	
Total Taxes on Fees	$ 67.60	
Total Fees Including Taxes		$ 587.60
Total Fees, Disbursements and Taxes		**CAD $ 587.60**

Tax Summary

HST	67.60
Total Taxes Included in This Bill	67.60

Fasken Martineau DuMoulin LLP
Barristers and Solicitors
Patent and Trade-mark Agents

333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

416 366 8381 Telephone
416 364 7813 Facsimile

FASKEN MARTINEAU

Date: May 16, 2011
Matter #: 229426.00028
Invoice #: 567130
HST #: 87937 6127 RT0001

Deloitte & Touche LLP
181 Bay Street
BCE Place, Suite 1400
Toronto, Ontario M5J 2V1

Attention: [redacted]

For Professional Services rendered through 04/30/2011 in connection with this matter:

Re: **Re: Japan Airlines Corporation**

Responsible Professional: Stuart Brotman

Total Fees	$ 2,275.00
Total Disbursements	0.25
Total Taxes	295.78
Total Amount Owing This Bill	**CAD $ 2,571.03**

Fasken Martineau DuMoulin LLP

Per: Stuart Brotman
E. & O. E.

Terms: payment due upon receipt. Pursuant to the *Solicitors Act*, interest will be charged at the rate of 1.3% per annum on unpaid fees, charges or disbursements calculated from a date that is one month after this statement is delivered. Any disbursement not posted to your account on the date of this statement will be billed later.

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 567130

Re: Re: Japan Airlines Corporation

04/01/11	Telephone call from [redacted] Stuart Brotman	0.20 hrs.	$ 130.00
04/08/11	E-mail to [redacted] enclosing draft [redacted]; E-mail to [redacted] and [redacted] re status of [redacted]. Stuart Brotman	0.20 hrs.	$ 130.00
04/11/11	Reviewing e-mail from [redacted]; Stuart Brotman	0.10 hrs.	$ 65.00
04/13/11	Reviewing e-mail from [redacted] and attached draft [redacted]; Exchange of emails with [redacted] re same; Stuart Brotman	0.20 hrs.	$ 130.00
04/15/11	E-mail to [redacted] re proposed [redacted]; Stuart Brotman	0.10 hrs.	$ 65.00
04/18/11	Reviewing letter from [redacted] to [redacted]; Reviewing response received from [redacted]; E-mail to client re same; Stuart Brotman	0.20 hrs.	$ 130.00
04/21/11	Exchange of emails with [redacted]; Stuart Brotman	0.20 hrs.	$ 130.00
04/25/11	Reviewing e-mail from [redacted]; Stuart Brotman	0.20 hrs.	$ 130.00
04/26/11	Reviewing and revising draft [redacted] Stuart Brotman	0.50 hrs.	$ 325.00
04/27/11	Further revisions to draft [redacted] E-mail to [redacted] re same; Reviewing e-mail received from [redacted]; E-mail to [redacted] and [redacted]; Reviewing reply from [redacted]; E-mail to [redacted] re [redacted] of [redacted]; Stuart Brotman	0.70 hrs.	$ 455.00
04/28/11	Telephone call from [redacted]; Reviewing e-mail from [redacted] re draft [redacted]; Stuart Brotman	0.20 hrs.	$ 130.00
04/29/11	Telephone call from [redacted]; Reviewing revised draft [redacted]; E-mail to [redacted] re same; Further exchange of emails with [redacted]; Stuart Brotman	0.70 hrs.	$ 455.00

FASKEN MARTINEAU

Matter #: 229426.00028
Invoice #: 567130

Re: **Re: Japan Airlines Corporation**

Our Fees	**$ 2,275.00**	
HST	295.75	
Total Taxes on Fees	$ 295.75	
Total Fees Including Taxes		$ 2,570.75
Disbursements		
Taxable		
04/18/11 Lasercopy	0.25	
Total Disbursements	0.25	
HST	0.03	
Total Taxes on Disbursements	$ 0.03	
Total Disbursements Including Taxes		$ 0.28
Total Fees, Disbursements and Taxes		**CAD $ 2,571.03**

Tax Summary

HST	295.78
Total Taxes Included In This Bill	295.78

Court File No. CV-10-8692-00CL

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

APPLICATION UNDER PART IV OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

AFFIDAVIT OF FEES

FASKEN MARTINEAU DuMOULIN LLP
333 Bay Street, Suite 2400
Bay Adelaide Centre, Box 20
Toronto, ON M5H 2T6

R. Graham Phoenix [LSUC No. 52650N]
Tel: (416) 366 8381
Fax: (416) 364 7813

Solicitors for the Information Officer Deloitte & Touche Inc.

Court File No: CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

Applicants

APPLICATION UNDER PART IV OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36 AS AMENDED

AFFIDAVIT OF PAUL M. CASEY
(sworn June 1, 2011)

I, Paul M. Casey, of the City of Toronto, MAKE OATH AND SAY:

1. I am a Senior Vice-President at Deloitte & Touche Inc. ("Deloitte") in its capacity as Canadian Information Officer of Japan Airlines Corporation, including wholly-owned subsidiaries Japan Airlines International Co., Ltd., and JAL Capital Co., Ltd. (collectively referred to as "**JAL**" or the "**Company**") with responsibility for the matters to which I hereinafter depose and as such have knowledge.

2. On January 19, 2010, JAL commenced proceedings under the Corporate Reorganization Act of Japan (*Kaisha Kosei Ho*) (the "**JRA**") before the Tokyo District Court, Civil Department No.8 ("**Japan Proceeding**").

3. Pursuant to the commencement of proceedings under the JRA, the Tokyo District Court appointed the Enterprise Turnaround Initiative Corporation of Japan, a fund established by the Japanese government to help distressed entities, and Eiji Katayama

as trustees, in the Japan Proceeding, with full authority to administer JAL's assets, and ultimately, formulate a plan of reorganization.

4. On April 30, 2010, Eiji Katayama brought an application before the Canadian Court pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and obtained an order, which among other things: (i) recognized the Japan Proceeding as a "foreign main proceeding"; (ii) granted a stay of proceedings against the Company; and (iii) appointed Deloitte & Touche Inc. ("**Deloitte**") as Information Officer.

5. Details of our activities are provided in the Information Officer's First, Second, and Third Reports to the Court.

6. Attached hereto as Exhibit "A" to this affidavit is a Schedule and copies of the accounts of the Information Officer for the period from the commencement of its services in respect of this engagement to May 27, 2011, which final account includes an estimate of time to the discharge of the Information Officer by the Court. I confirm that these accounts accurately reflect the services provided by the Information Officer in this matter for this period and the fees and disbursements claimed by it for this period.

7. Attached hereto as Exhibit "B" to this my affidavit is a summary of additional information with respect to the Receiver's accounts, indicating all members of Deloitte & Touche Inc. who worked on this matter for the period indicated, their rates, and the aggregate blended rate of all professionals who worked on this matter. I confirm that this list represents an accurate summary of such information.

8. As summarized in Exhibit "B", Deloitte has billed 282.0 hours during the period April 5, 2010 to May 27, 2011. The average hourly rate charged by Deloitte during this period was $519.21.

SWORN BEFORE ME at the City of Toronto, on JUNE 1, 2011.

Commissioner for Taking Affidavits

ELAINE MARGARET McKAY
A Commissioner, etc., City of Toronto,
for Deloitte & Touche Inc., Trustee in
Bankruptcy and Deloitte & Touche LLP,
Chartered Accountants.
Expires March 19, 2012.

PAUL M. CASEY

"A"

Deloitte & Touche Inc., Information Officer for Japan Airlines Corporation et al.
Statement of Accounts for the period April 5, 2010 to May 27, 2011

Invoice date	Period covered	Fees	Costs	GST/HST	TOTAL
May 10, 2010	April 5, 2010 to April 30, 2010	$ 18,750.00	$ 5,456.61	$ 1,210.33	$ 25,416.94
May 21, 2010	May 3, 2010 to May 14, 2010	6,810.75	-	340.54	7,151.29
June 9, 2010	May 15, 2010 to May 28, 2010	5,587.50	-	279.38	5,866.88
July 6, 2010	May 29, 2010 to June 25, 2010	8,350.00	-	417.50	8,767.50
July 16, 2010	June 26, 2010 to July 9, 2010	5,750.00	-	747.50	6,497.50
August 4, 2010	July 10, 2010 to July 23, 2010	9,850.00	-	1,280.50	11,130.50
August 24, 2010	July 24, 2010 to August 20, 2010	16,162.50	-	2,101.13	18,263.63
October 8, 2010	August 23, 2010 to October 5, 2010	20,362.50	46.46	2,653.16	23,062.12
December 2, 2010	October 8, 2010 to November 23, 2010	6,800.50	9.99	885.36	7,695.85
January 28, 2011	November 24, 2010 to January 13, 2011	5,850.00	19.93	763.09	6,633.02
May 31, 2011	January 14, 2011 to May 27, 2011	42,142.25	100.41	5,491.55	47,734.21
TOTAL		**$ 146,416.00**	**$ 5,633.40**	**$ 16,170.04**	**$ 168,219.44**

This is Exhibit "A" referred to
in the Affidavit of Paul M. Casey
Sworn before me this 1st day of
June 2011
A Commissioner, etc.

ELAINE MARGARET McKAY
A Commissioner, etc., City of Toronto,
for Deloitte & Touche Inc., Trustee in
Bankrupicy and Deloitte & Touche LLP,
Chartered Accountants.
Expires March 19, 2012.

Deloitte.

Deloitte & Touche LLP
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: 416-601-6150
Fax: 416-601-6151
www.deloitte.ca

Private and Confidential

Japan Airlines International Co., Ltd.
2-4-11, Higashi-Shinagawa,
Shinagawa-ku
Tokyo, 140-8605
Japan

Attention: Mr. Takayuki Kobayashi
Vice President, Legal Affairs & Compliance

Date: May 10, 2010
Invoice No: 2618194
Client/Mandate No: 818302.1000002
Billing Partner: P Van Eyk

GST Registration No: 133245290

Invoice

For professional services rendered for the period April 5, 2010 to April 30, 2010 in connection with Deloitte & Touche Inc.'s appointment by the Ontario Superior Court of Justice [Commercial List] (the "Court") as Information Officer of Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. ("JAL" or the "Company"):

- Attendance at Court;
- Review of motion materials provided by Davies Ward Phillips and Vineberg LLP ("Davies") surrounding the proposed court filing, including:
  - Draft recognition order;
  - Affidavit ; and,
  - Statement of claims regarding class action litigation.
- Phone calls with Davies to discuss motion materials;
- Discussions with the information officer's counsel, Fasken Martineau DuMoulin LLP ("Fasken") regarding proposed revisions to the draft recognition order;
- Preparation of and revisions to the draft newspaper notice;
- Preparation of a preliminary information request list;
- Review of consent to act document; and,
- Various other miscellaneous calls and discussions.

Professional Fees	$18.750.00
Disbursements (external professional fees, advertisement, mileage, meals etc)	12,904.86
Subtotal	$31,654.86
GST @ 5%	1,582.74
Amount Payable	**$33,237.60**

REMITTANCE ADDRESS:
Deloitte Management Services LP
5140 Yonge Street, Suite 1700
Toronto, ON M2N 6L7 CANADA

Please Return One Copy With Remittance

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

Japan Airlines International Co., Ltd.
May 10, 2010

Summary of Fees

Period: April 5, 2010 to April 30, 2010

Fees per Affidavit[1]

Professional	Position	Hours	Hourly Rate	Fees
Paul van Eyk	Partner	15.0	$ 675.00	$ 10,125.00
Clark Lonergan	Senior Manager	15.0	575.00	8,625.00
Total professional fees				$ 18,750.00
Disbursements (postage, mileage, meals, etc.)				-
- Information Officer counsel fees & disbursments				7,448.25
- Cost of Globe & Mail advertisement				5,456.61
Total fees and disbursements				$ 31,654.86
GST (5%)				1,582.74
Total amount due				$ 33,237.60

$18,750.00
Ø
Ø[1]
5,456.61
24,206.61
1,210.33
$25,416.94

[1] Excludes fees of the Information Officer's counsel, and applicable taxes.

Deloitte.

Deloitte & Touche LLP
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Japan Airlines International Co., Ltd.
2-4-11, Higashi-Shinagawa,
Shinagawa-ku
Tokyo, 140-8605
Japan

Attention: Mr. Takayuki Kobayashi
Vice President, Legal Affairs & Compliance

Date:	May 21, 2010
Invoice no:	2634266
Client/Mandate No:	818302.1000002
Billing Partner:	Van Eyk, Paul
GST Registration no:	133245290

Invoice

For professional services rendered for the period May 3 to May 14, 2010 in connection with Deloitte & Touche Inc.'s appointment by the Ontario Superior Court of Justice [Commercial List] (the "Court") as Information Officer of Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. ("JAL" or the "Company"):

- Review and submit advertisement to Globe & Mail;
- Review, compile and file documents received from Davies Ward Phillips & Vineberg LLP ("Davies") and update information request document;
- Discussions with JAL's Canadian payroll provider to ensure continued services and current payment terms;
- Preliminary drafting of the Information Officer's first report;
- Update web page for court documents, etc.;
- Setting up the Information Officer's email address and phones number; and
- Discussions with the information officer's counsel, Fasken Martineau DuMoulin LLP ("Fasken") regarding the proceedings.

Professional fees	$6,810.75
Disbursements	0.00
Total fees and disbursements	$6,810.75
GST @ 5%	340.54
Total Amount Due:	**$7,151.29**

REMITTANCE ADDRESS:
Deloitte Management Services LP
5140 Yonge Street, Suite 1700
Toronto, ON M2N 6L7 CANADA

Please Return One Copy With Remittance

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

Summary of Fees

Japan Airlines International Co., Ltd.
Professional fees for the period May 3 - May 14, 2010

Name	Level	Hours	Hourly Rate	Total
Paul van Eyk	Partner	0.5	$ 675.00	$ 337.50
Clark Lonergan	Senior Manager	7.0	575.00	4,025.00
James Robinson	Senior Consultant	9.0	262.50	2,362.50
Alison Brown	Analyst	0.7	122.50	85.75
		17.2		$ 6,810.75

Professional fees	$6,810.75
GST @ 5%	340.54
Total Amount Due	**$7,151.29**

Deloitte.

Deloitte & Touche LLP
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Japan Airlines International Co., Ltd.
2-4-11, Higashi-Shinagawa,
Shinagawa-ku
Tokyo, 140-8605
Japan

Attention: Mr. Takayuki Kobayashi
Vice President, Legal Affairs & Compliance

Date:	June 9, 2010
Invoice no:	2654504
Client/Mandate No:	818302.1000002
Billing Partner:	Van Eyk, Paul
GST Registration no:	133245290

Invoice

For professional services rendered for the period May 15 to May 28, 2010 in connection with Deloitte & Touche Inc.'s appointment by the Ontario Superior Court of Justice [Commercial List] (the "Court") as Information Officer of Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. ("JAL" or the "Company"): • Review of JAL website and additional finance references for restructuring proceedings update in the various jurisdictions; • Discussions with the information officer's counsel, Fasken Martineau DuMoulin LLP ("Fasken") in advance of the phone call with the Company; • Discussion with the Company regarding the proceedings and the information request list of the Information Officer; and • Review, compile and file documents received from Davies Ward Phillips & Vineberg LLP ("Davies") and update information request document.	
Professional fees	$5,587.50
GST @ 5%	279.38
Total Amount Due:	**$5,866.88**

REMITTANCE ADDRESS:
Deloitte Management Services LP
5140 Yonge Street, Suite 1700
Toronto, ON M2N 6L7 CANADA

Wire Transfer Information: **Bank of Nova Scotia, Scotia Plaza, 44 King Street West, Toronto, Ontario M5H 1H1**

Transit #47696
Bank Code #002

US Bank Account
Account #476968822816
Swift Code and ABA Address
NOSCCATT
ABA # 026002532

Canadian Bank Account
Account #476960440019
Swift Code Address – Canada / Int'l Wires
NOSCCATT
ABA # 026002532

Please reference the invoice number listed above when wiring funds.

Please Return One Copy With Remittance

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

Summary of Fees

Japan Airlines International Co., Ltd.
Professional fees for the period May 15 - May 28, 2010

Name	Level	Hours	Hourly Rate	Total
Paul van Eyk	Partner	2.0	$ 675.00	$ 1,350.00
Clark Lonergan	Senior Manager	6.0	575.00	3,450.00
James Robinson	Senior Consultant	3.0	262.50	787.50
		11.0		**$ 5,587.50**

Professional fees	$5,587.50
Subtotal	$5,587.50
GST @ 5%	279.38
Total Amount Due	**$5,866.88**

Deloitte & Touche LLP
5140 Yonge Street
Suite 1700
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Canada

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www.deloitte.ca

Deloitte®

Japan Airlines International Co., Ltd.
2-4-11, Higashi-Shinagawa,
Shinagawa-ku
Tokyo, 140-8605
Japan

Attention: Mr. Takayuki Kobayashi
Vice President, Legal Affairs & Compliance

Date:	July 6, 2010
Invoice no:	2664180
Client/Mandate No:	818302.1000002
Billing Partner:	Van Eyk, Paul
GST Registration no:	133245290

Invoice

For professional services rendered for the period May 29 to June 25, 2010 in connection with Deloitte & Touche Inc.'s appointment by the Ontario Superior Court of Justice [Commercial List] (the "Court") as Information Officer of Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. ("JAL" or the "Company"): • Review of the JAL website and additional finance references for updates on the proceedings in the various jurisdictions; • Discussions with the information officer's counsel, Fasken Martineau DuMoulin LLP ("Fasken") regarding information requests and proceedings updates; and • Review, compile and file documents received from Davies Ward Phillips & Vineberg LLP ("Davies") and update information request document.	
Professional fees	$8,350.00
GST @ 5%	417.50
Total Amount Due:	**$8,767.50**

REMITTANCE ADDRESS:
Deloitte Management Services LP
5140 Yonge Street, Suite 1700
Toronto, ON M2N 6L7 CANADA

Wire Transfer Information: **Bank of Nova Scotia, Scotia Plaza, 44 King Street West, Toronto, Ontario M5H 1H1**

Transit #47696
Bank Code #002

US Bank Account
Account #476968822816
Swift Code and ABA Address
NOSCCATT
ABA # 026002532

Canadian Bank Account
Account #476960440019
Swift Code Address – Canada / Int'l Wires
NOSCCATT
ABA # 026002532

Please reference the invoice number listed above when wiring funds.

Please Return One Copy With Remittance

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

Summary of Fees

Japan Airlines International Co., Ltd.
Professional fees for the period May 29 - June 25, 2010

Name	Level	Hours	Hourly Rate	Total
Paul van Eyk	Partner	3.0	$ 675.00	$ 2,025.00
Clark Lonergan	Senior Manager	11.0	575.00	6,325.00
		14.0		**$ 8,350.00**

Professional fees	$8,350.00
Subtotal	$8,350.00
GST @ 5%	417.50
Total Amount Due	**$8,767.50**

Deloitte.

Deloitte & Touche LLP
5140 Yonge Street
Suite 1700
Toronto ON M2N 6L7
Canada

Tel: (416) 601-6150
Fax: (416) 601-6151
www.deloitte.ca

Japan Airlines International Co., Ltd.
2-4-11, Higashi-Shinagawa,
Shinagawa-ku
Tokyo, 140-8605
Japan

Attention: Mr. Takayuki Kobayashi
Vice President, Legal Affairs & Compliance

Date:	July 16, 2010
Invoice no:	2671893
Client/Mandate No:	818302.1000002
Billing Partner:	Van Eyk, Paul
HST Registration no:	133245290

Invoice

For professional services rendered for the period June 26 to July 9, 2010 in connection with Deloitte & Touche Inc.'s appointment by the Ontario Superior Court of Justice [Commercial List] (the "Court") as Information Officer of Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. ("JAL" or the "Company"): • Review of the JAL website and additional finance references for updates on the proceedings in the various jurisdictions; • Discussions with the information officer's counsel, Fasken Martineau DuMoulin LLP ("Fasken") regarding information requests and proceedings updates; • Revisions to the Information Officer's first report; and • Review, compile and file documents received from Davies Ward Phillips & Vineberg LLP ("Davies") and update information request document.	
Professional fees	$5,750.00
HST @ 13%	747.50
Total Amount Due:	**$6,497.50**

REMITTANCE ADDRESS:
Deloitte Management Services LP
5140 Yonge Street, Suite 1700
Toronto, ON M2N 6L7 CANADA

Wire Transfer Information: **Bank of Nova Scotia, Scotia Plaza, 44 King Street West, Toronto, Ontario M5H 1H1**

Transit #47696
Bank Code #002

US Bank Account
Account #476968822816
Swift Code and ABA Address
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ABA # 026002532

Canadian Bank Account
Account #476960440019
Swift Code Address – Canada / Int'l Wires
NOSCCATT
ABA # 026002532

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Member of
Deloitte Touche Tohmatsu

Summary of Fees

Japan Airlines International Co., Ltd.
Professional fees for the period June 26 - July 9, 2010

Name	Level	Hours	Hourly Rate	Total
Paul van Eyk	Partner	2.0	$ 675.00	$ 1,350.00
Clark Lonergan	Senior Manager	4.0	575.00	2,300.00
Jim Robinson	Senior Consultant	8.0	262.50	2,100.00
		14.0		**$ 5,750.00**

Professional fees	$5,750.00
Subtotal	$5,750.00
HST @ 13%	747.50
Total Amount Due	**$6,497.50**

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Deloitte.

Japan Airlines International Co., Ltd.
2-4-11, Higashi-Shinagawa,
Shinagawa-ku
Tokyo, 140-8605
Japan

Attention: Mr. Takayuki Kobayashi
Vice President, Legal Affairs & Compliance

Date:	August 4, 2010
Invoice no:	2682191
Client/Mandate No:	818302.1000002
Billing Partner:	Van Eyk, Paul
GST Registration no:	133245290

Invoice

For professional services rendered for the period July 10 to July 23, 2010 in connection with Deloitte & Touche Inc.'s appointment by the Ontario Superior Court of Justice [Commercial List] (the "Court") as Information Officer of Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. ("JAL" or the "Company"): • Review of the JAL website and additional finance references for updates on the proceedings in the various jurisdictions; • Revisions to the Information Officer's first report ("First Report"); • Discussions with the information officer's counsel, Fasken Martineau DuMoulin LLP ("Fasken") regarding information requests, proceedings updates and the First Report; and • Review, compile and file documents received from Davies Ward Phillips & Vineberg LLP ("Davies") and update information request document.	
Professional fees	$9,850.00
HST @ 13%	1,280.50
Total Amount Due:	**$11,130.50**

REMITTANCE ADDRESS:
Deloitte Management Services LP
5140 Yonge Street, Suite 1700
Toronto, ON M2N 6L7 CANADA

Wire Transfer Information: **Bank of Nova Scotia, Scotia Plaza, 44 King Street West, Toronto, Ontario M5H 1H1**

Transit #47696
Bank Code #002

US Bank Account
Account #476968822816
Swift Code and ABA Address
NOSCCATT
ABA # 026002532

Canadian Bank Account
Account #476960440019
Swift Code Address – Canada / Int'l Wires
NOSCCATT
ABA # 026002532

Please reference the invoice number listed above when wiring funds.

Please Return One Copy With Remittance

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Member of
Deloitte Touche Tohmatsu

Summary of Fees

Japan Airlines International Co., Ltd.
Professional fees for the period July 10 - July 23, 2010

Name	Level	Hours	Hourly Rate	Total
Paul van Eyk	Partner	3.0	$ 675.00	$ 2,025.00
Clark Lonergan	Senior Manager	9.5	575.00	5,462.50
Jim Robinson	Senior Consultant	9.0	262.50	2,362.50
		21.5		**$ 9,850.00**

Professional fees	$9,850.00
Subtotal	$9,850.00
HST @ 13%	1,280.50
Total Amount Due	**$11,130.50**

Deloitte.

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www.deloitte.ca

Japan Airlines International Co., Ltd.
2-4-11, Higashi-Shinagawa,
Shinagawa-ku
Tokyo, 140-8605
Japan

Attention: Mr. Takayuki Kobayashi
Vice President, Legal Affairs & Compliance

Date:	August 24, 2010
Invoice no:	2692302
Client/Mandate No:	818302.1000002
Billing Partner:	Van Eyk, Paul
GST Registration no:	133245290

Invoice

For professional services rendered for the period July 24 to August 20, 2010 in connection with Deloitte & Touche Inc.'s appointment by the Ontario Superior Court of Justice [Commercial List] (the "Court") as Information Officer of Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. ("JAL" or the "Company"):

- Review of the JAL website and additional finance references for updates on the proceedings in the various jurisdictions;
- Revisions to the Information Officer's first report ("First Report");
- Discussions with the information officer's counsel, Fasken Martineau DuMoulin LLP ("Fasken") regarding information requests, proceedings updates and the First Report;
- Update to the Information Officer's web-site; and
- Review, compile and file documents received from Davies Ward Phillips & Vineberg LLP ("Davies") and update information request document.

Professional fees	$16,162.50
HST @ 13%	2,101.13
Total Amount Due:	**$18,263.63**

REMITTANCE ADDRESS:
Deloitte Management Services LP
5140 Yonge Street, Suite 1700
Toronto, ON M2N 6L7 CANADA

Wire Transfer Information: **Bank of Nova Scotia, Scotia Plaza, 44 King Street West, Toronto, Ontario M5H 1H1**

Transit #47696
Bank Code #002

US Bank Account
Account #476968822816
Swift Code and ABA Address
NOSCCATT
ABA # 026002532

Canadian Bank Account
Account #476960440019
Swift Code Address – Canada / Int'l Wires
NOSCCATT
ABA # 026002532

Please reference the invoice number listed above when wiring funds.

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Member of
Deloitte Touche Tohmatsu

Summary of Fees

Japan Airlines International Co., Ltd.
Professional fees for the period July 24 - August 20, 2010

Name	Level	Hours	Hourly Rate	Total
Paul van Eyk	Partner	5.5	$ 675.00	$ 3,712.50
Clark Lonergan	Senior Manager	18.0	575.00	10,350.00
Jim Robinson	Senior Consultant	8.0	262.50	2,100.00
		31.5		**$ 16,162.50**

Professional fees	$16,162.50
Subtotal	$16,162.50
HST @ 13%	2,101.13
Total Amount Due	**$18,263.63**

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Deloitte.

Japan Airlines International Co., Ltd.
2-4-11, Higashi-Shinagawa,
Shinagawa-ku
Tokyo, 140-8605
Japan

Attention: Mr. Takayuki Kobayashi
Vice President, Legal Affairs & Compliance

Date:	October 8, 2010
Invoice no:	2711857
Client/Mandate No:	818302.1000002
Billing Partner:	Van Eyk, Paul
HST Registration no:	133245290

Invoice

For professional services rendered for the period August 23 to October 5, 2010 in connection with Deloitte & Touche Inc.'s appointment by the Ontario Superior Court of Justice [Commercial List] (the "Court") as Information Officer of Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. ("JAL" or the "Company"): • Weekly review of JAL's announcements and press releases; • Review of JAL's Reorganization Plan and related press announcements; • Drafting of the Information Officer's Second Report; and • Various discussions and correspondence with counsel to JAL and counsel to the Information Officer on the Second Report and other matters.	
Professional fees	$20,362.50
Expenses	46.46
Subtotal	20,408.96
HST @ 13%	2,653.16
Total Amount Due:	**$23,062.12**

REMITTANCE ADDRESS:
Deloitte Management Services LP
5140 Yonge Street, Suite 1700
Toronto, ON M2N 6L7 CANADA

Wire Transfer Information: **Bank of Nova Scotia, Scotia Plaza, 44 King Street West, Toronto, Ontario M5H 1H1**

Transit #47696
Bank Code #002

US Bank Account
Account #476968822816
Swift Code and ABA Address
NOSCCATT
ABA # 026002532

Canadian Bank Account
Account #476960440019
Swift Code Address – Canada / Int'l Wires
NOSCCATT
ABA # 026002532

Please reference the invoice number listed above when wiring funds.

Please Return One Copy With Remittance

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Summary of Fees

Name	Level	Hours	Hourly Rate	Total
Paul van Eyk	Partner	27.5	$ 675.00	$ 18,562.50
Jim Robinson	Manager	4.0	450.00	1,800.00
		31.5		**$ 20,362.50**

Professional fees	$20,362.50
Expenses	46.46
Subtotal	$20,408.96
HST @ 13%	2,653.16
Total Amount Due	**$23,062.12**

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2-4-11, Higashi-Shinagawa,
Shinagawa-ku
Tokyo, 140-8605
Japan

Attention: Mr. Takayuki Kobayashi
Vice President, Legal Affairs & Compliance

Date:	December 2, 2010
Invoice no:	2741402
Client/Mandate No:	818302.1000002
Billing Partner:	Van Eyk, Paul
HST Registration no:	133245290

Invoice

For professional services rendered for the period October 8 to November 23, 2010 in connection with Deloitte & Touche Inc.'s appointment by the Ontario Superior Court of Justice [Commercial List] (the "Court") as Information Officer of Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. ("JAL" or the "Company"):

- Weekly review of JAL's announcements and press releases;
- Maintenance of web site and responses to web, email and voicemail inquiries;
- Review and preparation of administrative forms required by the Office of the Superintendent of Bankruptcy ("OSB") related to the Canadian insolvency filing;
- Various correspondence with the OSB; and
- Review of emails from the respective legal counsel.

Professional fees	$6,800.50
Expenses	9.99
Subtotal	6,810.49
HST @ 13%	885.36
Total Amount Due:	**$7,695.85**

REMITTANCE ADDRESS:
Deloitte Management Services LP
5140 Yonge Street, Suite 1700
Toronto, ON M2N 6L7 CANADA

Wire Transfer Information: **Bank of Nova Scotia, Scotia Plaza, 44 King Street West, Toronto, Ontario M5H 1H1**

Transit #47696
Bank Code #002

US Bank Account
Account #476968822816
Swift Code and ABA Address
NOSCCATT
ABA # 026002532

Canadian Bank Account
Account #476960440019
Swift Code Address – Canada / Int'l Wires
NOSCCATT
ABA # 026002532

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Please Return One Copy With Remittance

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

Summary of Fees

Name	Level	Hours	Hourly Rate	Total
Paul van Eyk	Partner	4.5	$ 675.00	$ 3,037.50
Jim Robinson	Manager	8.3	450.00	$ 3,735.00
Alison Brown	Analyst	0.4	70.00	28.00
		13.2		**$ 6,800.50**

Professional fees	$6,800.50
Expenses	9.99
Subtotal	$6,810.49
HST @ 13%	885.36
Total Amount Due	**$7,695.85**

Deloitte.

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Toronto ON M2N 6L7
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www.deloitte.ca

Japan Airlines International Co., Ltd.
2-4-11, Higashi-Shinagawa,
Shinagawa-ku
Tokyo, 140-8605
Japan

Attention: Mr. Takayuki Kobayashi
Vice President, Legal Affairs & Compliance

Date:	January 28, 2011
Invoice no:	2768196
Client/Mandate No:	818302.1000002
Billing Partner:	Van Eyk, Paul
HST Registration no:	133245290

Invoice

For professional services rendered in Canada for the period December 1, 2010 to January 13, 2011 in connection with Deloitte & Touche Inc.'s appointment by the Ontario Superior Court of Justice [Commercial List] (the "Court") as Information Officer of Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. ("JAL" or the "Company"): • Review of JAL's announcements and press releases; • Maintenance of website postings and responses to inquiries; • Various discussions with counsel to the Information Officer and counsel to JAL; • Review of motion material associated with Settlement Agreement (Cargo) and Retainer Agreement (Cargo); and • Attendance at court for Cargo Settlement.	
Professional fees	$5,850.00
Expenses	19.93
Subtotal	$5,869.93
HST @ 13%	763.09
Total Amount Due:	**$6,633.02**

REMITTANCE ADDRESS:
Deloitte Management Services LP
5140 Yonge Street, Suite 1700
Toronto, ON M2N 6L7 CANADA

Wire Transfer Information: **Bank of Nova Scotia, Scotia Plaza, 44 King Street West, Toronto, Ontario M5H 1H1**

Please Return One Copy With Remittance

Accounts shall be due and payable when rendered. Interest shall be charged at a simple daily rate of 0.0493% (equivalent to 18% per annum). Interest shall be charged and payable at this rate on any part of an account which remains unpaid from thirty (30) days after the invoice date to the date on which the entire account is paid.

Transit #47696
Bank Code #002

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ABA # 026002532

Canadian Bank Account
Account #476960440019
Swift Code Address – Canada / Int'l Wires
NOSCCATT
ABA # 026002532

Please reference the invoice number listed above when wiring funds.

Summary of Fees

Name	Level	Hours	Hourly Rate	Total
Paul van Eyk	Partner	5.0	$ 675.00	$ 3,375.00
Jim Robinson	Manager	5.5	450.00	$ 2,475.00
		10.5		**$ 5,850.00**

Professional fees	$5,850.00
Expenses	19.93
Subtotal	$5,869.93
HST @ 13%	763.09
Total Amount Due	**$6,633.02**

Deloitte.

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Japan Airlines International Co., Ltd.
2-4-11, Higashi-Shinagawa,
Shinagawa-ku
Tokyo, 140-8605
Japan

Attention: Mr. Takayuki Kobayashi
Vice President, Legal Affairs & Compliance

Date: May 31, 2011
Invoice no: 2875796
Client/Mandate No: 818302.1000002
Billing Partner: Paul Casey

HST Registration no: 133245290

Invoice

For professional services rendered for the period January 14 2011 to May 27 2011, including estimated fees to discharge, in connection with Deloitte & Touche Inc.'s appointment by the Ontario Superior Court of Justice as Information Officer pursuant to Part IV of the Companies' Creditors Arrangement Act of Japan Airlines Corporation, Japan Airlines International Co., Ltd. and JAL Capital Co., Ltd. ("JAL" or the "Company"):	
• Review of JAL's announcements and press releases; • Maintenance of website postings and responses to inquiries; • Various discussions with counsel to the Information Officer and counsel to JAL; • Review of motion materials associated with Settlement Agreement (Cargo) and Retainer Agreement (Cargo); • Preparation of the Information Officer's Third Report	$35,842.25
• Estimated fees to completion	6,300.00
Professional fees(see attached)	42,142.25
Expenses	100.41
Subtotal	42,242.66
HST @ 13%	5,491.55
Total Amount Due:	47,734.21

REMITTANCE ADDRESS:
Deloitte Management Services LP
5140 Yonge Street, Suite 1700
Toronto, ON M2N 6L7 CANADA

Wire Transfer Information: **Bank of Nova Scotia, Scotia Plaza, 44 King Street West, Toronto, Ontario M5H 1H1**

Transit #47696
Bank Code #002

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Account #476960440019
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NOSCCATT
ABA # 026002532

Please reference the invoice number listed above when wiring funds.

Summary of Fees

Japan Airlines International Co., Ltd.
Professional fees for the period January 14, 2011 to May 27, 2011

Name	Level	Hours	Hourly Rate	Total
Paul Casey	Partner	8.7	$ 675.00	$ 5,872.50
Bougie, Robert	Partner	1.0	675.00	675.00
James Robinson	Senior Consultant	62.8	450.00	28,260.00
Neil Jones	Manager	2.0	450.00	900.00
Alison Brown	Analyst	1.1	122.50	134.75
		75.6		$ 35,842.25
Estimated professional fees to discharge				
Paul Casey	Partner	4.0	$ 675.00	$ 2,700.00
James Robinson	Senior Consultant	8.0	450.00	3,600.00
Professional fees		12.0		$6,300.00

Exhibit "B"

Deloitte & Touche Inc., Information Officer for Japan Airlines Corporation et al.
Supplementary billing information for the Information Officer by individual
(excluding unbilled additional fees and costs)

Name	Title	Billing rate	# of hours worked
Paul van Eyk	Partner	$ 675.00	68.0
Paul Casey	Partner	$ 675.00	12.7
Robert Bougie	Partner	$ 675.00	1.0
Clark Lonergan	Senior Manager	$ 575.00	88.3
Neil Jones	Manager	$ 450.00	2.0
Jim Robinson	Manager	$ 262.50 - $450.00	108.2
Alison Brown	Analyst	$ 70.00 - $122.50	1.8
TOTAL			282.0

Blended rate (excluding disbursements and GST/HST)

Total fees	$	146,416.00
Total hours		282.0
Average rate per hour	$	519.21

This is Exhibit "B" referred to
in the Affidavit of Paul M. Casey
Sworn before me this 1st day of
June 2011
A Commissioner, etc.

ELAINE MARGARET McKAY
A Commissioner, etc., City of Toronto,
for Deloitte & Touche Inc., Trustee in
Bankruptcy and Deloitte & Touche LLP.
Chartered Accountants.
Expires March 19, 2012.

Court File No: CV-10-8692-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

Applicants

APPLICATION UNDER PART IV OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36 AS AMENDED

THIRD REPORT OF THE INFORMATION OFFICER
DELOITTE & TOUCHE INC.
April 29, 2011

Court File No: CV-10-8692-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD.

APPLICATION UNDER PART IV OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36 AS AMENDED

THIRD REPORT OF THE INFORMATION OFFICER

DELOITTE & TOUCHE INC.

APRIL 29, 2011

INTRODUCTION AND OVERVIEW

1. On January 19, 2010, Japan Airlines Corporation ("**JAC**"), including wholly-owned subsidiaries Japan Airlines International Co., Ltd. ("**JALI**") and JAL Capital Co., Ltd. ("**JAC**") (collectively referred to as "**JAL**" or the "**Company**"), commenced proceedings under the Corporate Reorganization Act of Japan (*Kaisha Kosei Ho*) (the "**JRA**") before the Tokyo District Court, Civil Department No.8 ("**Japan Proceeding**").

2. Pursuant to the commencement of proceedings under the JRA, the Tokyo District Court (the "**Japanese Court**") appointed the Enterprise Turnaround Initiative Corporation of Japan ("**ETIC**"), a fund established by the Japanese government to help distressed entities, and Eiji Katayama as trustees (collectively, the "**Trustees**") in the Japan Proceeding, with full authority to administer JAL's assets, and ultimately, formulate a plan of reorganization.

3. On January 19, 2010, Eiji Katayama (the "**Foreign Representative**"), sought certain protections in the United States pursuant to Chapter 15 of Title 11 of the United States Bankruptcy Code ("**Bankruptcy Code**"). On February 17, 2010, the U.S. Bankruptcy Court granted a recognition order recognizing the Foreign Representative and the Japan Proceeding as a foreign main proceeding pursuant to Chapter 15 of the Bankruptcy Code ("**Chapter 15 Proceedings**").

4. On April 30, 2010, the Foreign Representative brought an application (the "**CCAA Proceeding**") before the Canadian Court pursuant to Part IV of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), and obtained an order, which among other things: (i) recognized the Japan Proceeding as a "foreign main proceeding"; (ii) granted a stay of proceedings against the Company; and (iii) appointed Deloitte & Touche Inc. ("**Deloitte**") as Information Officer (the "**Canadian Recognition Order**"). A copy of the Canadian Recognition Order is attached hereto as Exhibit "A".

5. The Canadian Recognition Order requires that the Information Officer report to the Canadian Court at such times and intervals as it deems appropriate and, in any event, at least once every three months. This report is filed pursuant to the requirements of the Canadian Recognition Order.

6. The First Report of the Information Officer dated July 30, 2010 (the "**First Report**") is attached hereto as Exhibit "B". The Second Report of the Information Officer dated September 24, 2010 is attached hereto as Exhibit "C". Counsel for the Information Officer appeared at the Approval Motion concerning the Canadian Cargo Proceedings on January 13, 2011 and reported orally on the matters before the Canadian Court. The Information Officer determined that it was not aware of any other matters that had not been disclosed in the context of the Approval Motion concerning the Canadian Carogo Proceedings and warranted a separate report to the court at the time and therefore no written report was submitted during that three month period. Additional information pertaining to the Canadian Cargo Proceedings is set out in the Canadian and Other

Foreign Proceedings section of this Third Report of the Information Officer ("**Third Report**").

PURPOSE OF THE THIRD REPORT

7. The purpose of this Third Report is to provide the Canadian Court with information concerning the following:

   - Update on the status of JAL's Reorganization Plan (the "**Reorganization Plan**") submitted in the Japanese Proceeding, including a review of the restructuring initiatives undertaken since the Second Report, and the approval and implementation of the plan;
   - Update on foreign proceedings, including Canada, the United States, the United Kingdom, and Australia;
   - The activities of the Information Officer; and
   - To provide the Information Officer's recommendation with respect to the Foreign Representative's pending motion for the Canadian Court's recognition of the Orders issued with respect to the Japanese Proceedings.

TERMS OF REFERENCE

8. In preparing this report, Deloitte has relied upon the following: information provided by the Trustees and JAL's Canadian legal counsel, Davies Ward Phillips & Vineberg LLP ("**Davies**"), that will be contained in an affidavit to be filed shortly with the Canadian Court in connection with the upcoming motion; unaudited financial information; the Company's books and records; and, financial and other information provided by the Company and its advisors, including the Trustees. In addition, Deloitte has reviewed publicly available information filed in the Japan Proceeding and this CCAA Proceeding. Deloitte has not audited, reviewed, or otherwise attempted to verify the accuracy or completeness of the information and, accordingly, Deloitte expresses no opinion or other form of assurance on the information contained in this report.

9. Deloitte has relied upon English translations of the Reorganization Plan and other documents in the Japan Proceeding made available by the Trustees and/or JAL management. Attached hereto as Exhibit "D" is a copy of the English translation of the Reorganization Plan, which was produced for reference purposes only. Please note that the English translation is broken down into ten (10) chapters, starting with Chapter 3 and ending with Chapter 12.

10. Certain of the information referred to in this report may consist of or include forecasts and/or projections. An examination or review of financial forecasts and projections, as outlined in the Canadian Institute of Chartered Accountants Handbook, has not been performed. Readers are cautioned that, since projections are based upon assumptions about future events and conditions that are not ascertainable, actual results may vary from the projections, even if the assumptions materialize, and the variations could be significant.

11. Deloitte has requested that JAL bring to its attention any significant matters that were not addressed in the course of its specific inquiries. Accordingly, this report is based solely on the information (financial or otherwise) made available to Deloitte.

12. All references to dollars in this report are in Canadian currency unless otherwise noted.

UPDATE ON THE STATUS OF JAL'S REORGANIZATION PLAN

Overview of Japanese Reorganization Plan

13. On August 31, 2010, JAL submitted a Reorganization Plan to the Japanese Court, which as described below was approved by the Japanese Court on November 30, 2010 and implemented on December 1, 2010. The Reorganization Plan outlined the following items: 1) The merger of JAC, JALI, and JCC and two subsidiaries, JALways Co., Ltd. and JAL LIVRE CO., Ltd, into an existing core business entity for the JAL group; 2) The issuance of distributions by claim type; and, 3) A restructuring of business operations.

14. As a result of the merger, JALI has legally changed its name to Japan Airlines Co., Ltd. ("**JACL**") effective April 1, 2011 and JACL is the surviving entity.

Distribution scheme and claims admitted

15. The Reorganization Plan includes a distribution scheme to a variety of secured and unsecured creditors. Only those liabilities and claims listed in the Schedules to the Reorganization Plan ("**Claims**") will be subject to the distribution scheme. For purposes of voting, the creditors were divided into two distinct classes: the holders of secured Claims and the holders of unsecured Claims. Tax Claims and labour-related Claims received were classified as unsecured Claims for voting purposes, and shareholders were not entitled to vote on the Reorganization Plan. The voting period by written ballot in respect of Claims was from September 10, 2010 to November 19, 2010. A separate and independent Canadian claims process was not initiated.

16. A summary of the Claims admitted by the Trustees through the Japanese Claims process is listed below:

Classification of claim	**Amount**
Secured Claims	¥295,985,304,221
Tax Claims	¥3,362,174,540
Unsecured Claims	¥1,356,060,792,878 US$811,831,558 KRW17,896,949
Labour-related Claims	¥3,928,599,864

The unsecured Claims include Claims of the holders of the Yen and Euro denominated bonds totaling ¥5.92 billion and ¥2.53 billion, respectively, which were compromised pursuant to the Reorganization Plan from ¥82.00 billion and ¥20.23 billion, respectively. The labour-related claims include retirement lump-sum grants, retirement pension claims, and loss-of-license pension claims.

Approval of Reorganization Plan

17. The Reorganization Plan must be approved by both the secured Claims and the unsecured Claims creditor classes. The Reorganization Plan must be approved by unsecured creditors representing a majority of the aggregate Claims amount. For secured creditors, the plan generally must be approved by two-thirds of the debtor's secured creditors by aggregate Claims amount. The voting results as at November 19, 2010, the end of the written ballot voting period, in respect of each of the Applicants and both their secured and unsecured creditors with valid Claims in support of the Reorganization Plan were as follows:

Entity	Secured Claims	Unsecured Claims
JAC	100.00%	96.43%
JALI	100.00%	96.79%
JCC	96.56%	99.29%

Since the Reorganization Plan exceeded the minimum voting requirements as specified in the JRA for both secured and unsecured Claims, approval of the Reorganization Plan by JAL's creditors was obtained.

18. On November 30, 2010, the Japanese Court found that the Reorganization Plan, which had been submitted by the Trustees and approved by the creditors, fulfills all the requirements provided for in Article 199, Section 2, Sub-sections 1-6 of the JRA, and thereby approved the Reorganization Plan. Attached hereto as Exhibit "E" is JAL's press release announcing approval of the Reorganization Plan. Attached hereto as Exhibit "F" is the English translation for reference only of the approval of the Reorganization Plan by the Japanese Court.

19. On December 1, 2010, as communicated by the Trustees, the Reorganization Plan was implemented in Japan. Coincident with the approval of the Reorganization Plan and pursuant to the JRA, JAL was released from any and all claims including unknown and contingent claims, except for any Claims specifically provided for in the Reorganization

Plan. A copy of an English translation of the relevant provisions of the JRA is attached hereto as Exhibit "G".

Actions taken subsequent to approval of the Reorganization Plan

20. The Information Officer has been advised that there were no material changes to the Reorganization Plan previously submitted and subsequently approved by JAL's creditors and the Japanese Court, except as noted in the Claims section below.

21. On December 1, 2010, as a result of approval of the Reorganization Plan on November 30, 2011, JALI merged with JAC and JCC. Shareholders of JAC received one common share in JALI for each JAC common share held. JAC was the sole shareholder of JCC and therefore did not receive shares or other consideration for its JCC shares. JALI then acquired all of its outstanding shares for cancellation and reduced its stated capital to zero. ETIC then completed an equity investment in JALI for ¥350 billion in exchange for 175,000,000 new shares of JALI representing 100% of the new shares issued. JALI then merged with JALways Co., Ltd. and JAL LIVRE Co., Ltd. to continue as the surviving entity. As a result of the merger, all internal claims and obligations were extinguished.

22. The Trustees have stated that the merger detailed above was in the best interests of the Company's creditors and would allow for an efficient restructuring to take place to permit JALC to continue as a viable, long-term business.

New organizational structure

23. Effective December 15, 2010, a new organizational structure was enacted.

24. As in Exhibit "H" attached hereto and summarized below, JAL believes that the following changes will assist in achieving JAL's goals of a swift corporate recovery, and effective and timely revitalization:

- All departments were classified as profit generating units or business support units, upon which the corporate foundations of JAL will be designed going forward. This change reduced the unnecessary layers and redundant functionalities, and will speed up decision-making in order to react to the marketplace in a timely manner.
- A newly formed division named Managing Division of Route Marketing will work closely with relevant business units to formulate the Route Profitability Plan and monitor against forecast targets.
- The responsibilities of the current board of executive officers were reviewed to clarify roles, assign responsibilities and increase motivation to effect organizational reform. The executives appointed will strive cohesively to provide valued customer service while maintaining higher levels of flight safety and air transport services.

Settled Claims

25. The Reorganization Plan lists the Claims that are eligible to receive a distribution. Upon settlement of eligible Claims and confirmation of the Reorganization Plan, all other claims against JAL are to be fully released in accordance with the JRA.

26. On February 18 and February 22, 2011, JAL paid the aggregate amount of ¥5.92 billion to the unsecured creditors holding the Yen denominated bonds being the compromised amount owed under the Reorganization Plan.

27. On March 16, 2011, the Trustees applied for and received approval from the Japanese Court to issue lump-sum payments in place of distributions over the proposed seven year period from 2012 to 2018 provided for in the Reorganization Plan. A copy of the Japanese Court's approval of the lump-sum payments is attached hereto as Exhibit "I". The approval received authorized JAL to make significant distributions to creditors.

28. On March 24, 2011, JAL paid ¥2.52 billion to the unsecured creditors holding the Euro denominated bonds representing the compromised amount owing under the Reorganization Plan.

29. On March 28, 2011 as a result of the approval received from the Japanese Court on March 16, 2011 noted above, a lump-sum payment of ¥298.60 billion was distributed to fully settle the secured Claims of the primary lenders, which were originally to be repaid over a seven year period between 2012 and 2018. An additional ¥2.61 billion, in excess of the ¥295.99 billion of Claims admitted and provided for in the Reorganization Plan, was paid to the secured creditors as a result of an asset sale that triggered the secured creditors' right to receive an additional distribution based on the proceeds received upon disposal of certain specified assets.

30. The Reorganization Plan provided that 87.5% of the unsecured Claims were to be compromised, or discharged, with the remaining 12.5% of the Claims paid through equal instalment payments over the seven year period from 2012 to 2018. As a result of the approval of lump-sum payments by the Japanese Court and as communicated by the Trustees, substantially all of the compromised amount of the unsecured Claims have now been paid in full in advance of the initial seven year timeline proposed and in accordance with the Reorganization Plan.

31. Labour-related Claims in settlement of the retirement lump-sum grants, retirement pension claims, corporate pension fund premiums due on December 1, 2010, and domestic corporate bond claims held by the Japanese public were paid in full by March 28, 2011 pursuant to the Reorganization Plan. Labour-related Claims in settlement of the retirement pension claims not due on December 1, 2010 were to be paid pursuant to relevant regulations while corporate pension fund claims not due on December 1, 2010 were to be paid based on JAL's corporate pension fund code.

32. The tax Claims as communicated by the Trustees were paid on December 20, 2010 as assessed pursuant to the Reorganization Plan.

33. The distributions as communicated by the Trustees were funded primarily from the following sources:

- Cash, deposits, and operating revenue;
- Paid-in capital for the issuance of new shares, including the ¥350 billion ETIC equity investment;
- Additional proceeds from the disposition of assets; and,
- Financing received from eleven financial institutions totaling ¥254.96 billion of which ¥0.4 million was used to settle Claims.

Unpaid Claims

34. The Trustees have communicated to the Information Officer that the total amount of unpaid claims is approximately ¥19 billion. These claims either are in dispute, or are liabilities which were guaranteed by JALI and have not become due as the liabilities are being settled in the ordinary course. In the event an acceleration clause included in the guarantee is triggered, the unpaid balance will be treated as an unsecured Claim under the Reorganization Plan. Therefore, 87.5% of the debt will be compromised and the balance will be paid in full by JAL.

Completion of the Japan Proceeding

35. On March 28, 2011, pursuant to Article 239, Section 1, Sub-Section 2 of the JRA, the Japanese Court determined the Japan Proceeding was complete as JAL was not in default of the Reorganization Plan and more than two-thirds of the monetary claims had been paid. A copy of the English translation of the Japanese Court's decision concluding the Japanese proceeding dated March 28, 2011 is attached hereto as Exhibit "J".

36. Upon completion of the Japan Proceeding, JALI changed its trade name to JACL as stipulated in the Reorganization Plan. A copy of the press release announcing the change in trade names is attached hereto as Exhibit "K".

Impact of approval and completion of Reorganization Plan on Canadian stakeholders

37. As noted in the Second Report, JAL has confirmed that approval of the Reorganization Plan did not significantly impact any of JAL's Canadian stakeholders, including its creditors or employees.

38. The Information Officer has requested and received confirmation from JAL that Canadian trade creditors were paid in the ordinary course since commencement of the Japan Proceeding and the CCAA Proceeding.

39. JAL has 37 non-unionized employees in Canada. During the Reorganization period, JAL confirmed to the Information Officer that all employee-related costs including wages, benefits, current pension contributions and other current service obligations under employment arrangements were paid. JAL has advised that certain Canadian employees were offered early retirement packages. There were no other expected adverse impacts on Canadian employees as a result of the Reorganization Plan.

40. The Trustees executed numerous purchase and sale agreements for assets slated for disposal. The Information Officer is not aware of, nor has JAL advised the Information Officer of any Canadian assets that were disposed of as a part of the agreements.

41. The plaintiffs in the Cargo and Passenger Proceedings discussed in further detail below were the only Canadian creditors to register claims. As a result of settlement agreements, these claims have been resolved independently of the Reorganization Plan. The plaintiffs in the Canadian Cargo Proceedings formally withdrew their claims against JAL. A copy of the filed withdrawal forms are attached hereto as Exhibit "L". As there are no other Canadian creditors, JAL has confirmed that the Reorganization Plan and its scheme of distributions had no impact on any other Canadian creditor.

UPDATE ON CANADIAN AND OTHER FOREIGN PROCEEDINGS

Canada

Update on Class Action Proceedings

42. As discussed in the Second Report, there are two categories of proposed class proceedings that have been commenced against JAL and other airlines in Canada: three (one in each of Ontario, Quebec and British Columbia) in connection with an alleged conspiracy to fix the price of international air freight shipping services (the "**Canadian Cargo Proceedings**"); and, one in Ontario in connection with an alleged conspiracy to fix the price of transpacific international long-haul passenger services (the "**Canadian Passenger Proceeding**").

Canadian Cargo Proceedings

43. In the First Report, the Information Officer advised the Court that JAL and the Plaintiffs executed a settlement agreement in the Canadian Cargo Proceedings as at July 8, 2010. JAL sought and obtained permission from the Japanese Court to execute the Canadian Cargo Settlement Agreement (the "**Cargo Settlement Agreement**").

44. The Information Officer reported in the Second Report that there would be two motions brought forward in the Canadian Cargo Proceedings concerning the Cargo Settlement Agreement: first, a motion for approval of the notice of settlement and settlement approval hearing (the "**Notice Motion**"); and, second, a motion for approval of the Cargo Settlement Agreement and for authorization to implement the Cargo Settlement Agreement (the "**Approval Motion**").

45. On October 12, 2010, the Canadian Court approved the Canadian Notice of Hearing, the Joint Canada/US Notice and the plan of dissemination of said notices. Copies of the order, approved notices and plan of dissemination are attached hereto as Exhibits "M", "N", and "O", respectively.

46. The Canadian Court heard the Approval Motion on January 13, 2011 and ordered, inter alia, the following:

- The Cargo Settlement Agreement is fair, reasonable, and in the best interests of the settlement class;
- The Cargo Settlement Agreement is fair and reasonable in all of the circumstances of the CCAA Proceeding; and,
- The Cargo Settlement Agreement is approved pursuant to s.29 of the *Class Proceedings Act, 1992* and the CCAA shall be implemented in accordance with its terms.

A copy of the Order dated January 13, 2011 is attached hereto as Exhibit "P".

47. On February 15, 2011, the Cargo Settlement Agreement was approved by the Supreme Court of British Columbia under the B.C. *Class Proceedings Act*. A copy of the British Columbia order is attached hereto as Exhibit "Q".

48. On March 3, 2011, the Cargo Settlement Agreement was approved by the Quebec Superior Court under the Quebec Civil Code. A copy of the Quebec order is attached hereto as Exhibit "R".

49. As stipulated in the Cargo Settlement Agreement, payment of the settlement amount was issued within ten (10) business days upon execution of the agreement.

Canadian Passenger Proceeding

50. On December 1, 2010, JAL and the plaintiffs in the Canadian Passenger Proceeding entered into a settlement agreement (the "**Passenger Settlement Agreement**"), subject to Court approval. A copy of the Passenger Settlement Agreement is attached hereto as Exhibit "S".

51. As of the date of this Third Report, it is unknown when Court approval of the Passenger Settlement Agreement will be obtained.

52. As stipulated in the Passenger Settlement Agreement, payment of the settlement amount was issued within ten (10) business days upon execution of the agreement.

Canadian Motion for recognition of the approved Reorganization Plan

53. The Information Officer is informed that JAL (now JACL) intends to bring a motion before the Canadian Court for issuance of an order recognizing the Japanese Court's approval of the Reorganization Plan (the "**Plan Recognition Motion**"). It is anticipated that such a motion will be brought by June, 2011.

United States

54. JAL confirmed to the Information Officer that a separate claims process in the United States was not conducted.

55. The terms of the initial U.S. Recognition Order issued by the U.S. Bankruptcy Court on February 17, 2010 provided for automatic recognition of the Reorganization Plan and the Japanese Court's approval of the Reorganization Plan. As a cautionary measure, the Trustees requested that the U.S. Bankruptcy Court issue an additional formal plan recognition order. The U.S. Bankruptcy Court refrained from issuing this order as requested by the Trustees and stated that the initial order already provided for the relief requested.

56. Davies has communicated to the Information Officer that a U.S. Cargo Settlement Agreement was executed as of July 8, 2010. An order approving that settlement was made on March 3, 2011; however, final judgment has not been made as there are a few outstanding issues to be resolved.

57. The Information Officer is not aware of any other material updates in regards to JAL's proceedings in the United States.

United Kingdom

58. The Information Officer is not aware of any material updates in regards to JAL's proceedings in the United Kingdom. At this time, JAL has not sought formal recognition of the Reorganization Plan in the United Kingdom.

59. JAL has also confirmed to the Information Officer that a claims process in the United Kingdom was not conducted.

Australia

60. The Information Officer is not aware of any material updates in regards to JAL's proceedings in Australia. At this time, JAL has not sought formal recognition of the Reorganization Plan in Australia. The Trustees have noted that further consideration of matters pertaining to the Australian proceedings have been adjourned to October 27, 2011.

61. JAL confirmed to the Information Officer that a claims process in Australia was not conducted.

ACTIVITIES OF THE INFORMATION OFFICER

62. Since the date of the Second Report, the Information Officer's activities have included the following:

- Reviewing the press releases and corresponding materials associated with JAL's Reorganization Plan and communicating with its counsel, Fasken Martineau DuMoulin LLP, regarding same;

- Reviewing applicable motion materials, affidavits and supporting material associated with the Canadian Cargo Proceedings and the Canadian Passenger Proceeding;
- Reviewing applicable motion materials, affidavits and supporting material associated with the Canadian Passenger Proceeding;
- Posting a copy of the Court-filed documents in this CCAA Proceeding to the Information Officer's website at http://www.deloitte.com/ca/japan-airlines;
- Reviewing and monitoring of the materials filed in the Japan Proceeding and other global proceedings and communicating with counsel regarding same;
- Attendance in the Canadian Court as required;
- Various discussions and correspondence with Davies; and,
- Preparing this Third Report and communicating with counsel regarding same.

RECOMMENDATION OF THE INFORMATION OFFICER

63. The Information Officer understands that the Foreign Representative believes that the Reorganization Plan is fair and reasonable and is in the best interest of the Applicants and their creditors, and will permit JALC to continue as a viable, long-term business. Based upon the information available to the Information Officer and in the expectation that this Report will be before the Court on the Plan Recognition Motion, the Information Officer supports the granting of an order by this Honourable Court recognizing the Orders issued with respect to the Japanese Proceedings.

ALL OF WHICH IS RESPECTFULLY SUBMITTED at Toronto, Ontario this 29th day of April, 2011.

DELOITTE & TOUCHE INC.
In its capacity as Information Officer of
Japan Airlines Corporation,
Japan Airlines International Co., Ltd., and,
JAL Capital Co., Ltd.,
and not in its personal capacity

Per: P. Casey

Paul M. Casey, CA•CIRP
Senior Vice-President

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

Court File No. CV-10-8692-00CL

AND IN THE MATTER OF JAPAN AIRLINES CORPORATION, JAPAN AIRLINES INTERNATIONAL CO., LTD., AND JAL CAPITAL CO., LTD. .

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

APPLICANTS' MOTION RECORD

(Recognition and Implementation of Foreign Plan returnable June 8, 2011)
Volume 2 of 2

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